



Posted: Friday, August 05, 2016

## NOTICE AND CALL OF A REGULAR MEETING OF THE TRINIDAD CITY COUNCIL

The Trinidad City Council will hold a regular meeting on  
**WEDNESDAY, AUGUST 10, 2016 at 6:00 PM**  
In the Trinidad Town Hall, 409 Trinity Street, Trinidad, CA

### No Closed Session

- I. **CALL TO ORDER**
- II. **PLEDGE OF ALLEGIANCE**
- III. **ADJOURN TO CLOSED SESSION** – *No closed session scheduled*
- IV. **RECONVENE TO OPEN SESSION**
- V. **APPROVAL OF AGENDA**
- VI. **APPROVAL OF MINUTES** – *July 13, 2016 cc*
- VII. **COUNCIL MEMBER REPORTS, COMMITTEE ASSIGNMENTS**
- VIII. **STAFF REPORTS**  
- *City Engineer GHD will be providing a brief report about the recent upgrades completed at the Trinidad Water Treatment Plant*
- IX. **ITEMS FROM THE FLOOR**  
*(Three (3) minute limit per Speaker unless Council approves request for extended time.)*
- X. **CONSENT AGENDA**
  1. Financial Status Reports for June 2016.
  2. Notice of Deadline for Submission of Arguments in Favor or Against Sales Tax Extension Measure G.
  3. MOU with the County of Humboldt to Accept Measure Z Grant Funds
  4. Approve Closeout Documents for Water Treatment System Upgrades
  5. Agreement for Labor Compliance Services and MOU with the County of Humboldt for Proposition 84 Grant Project.
- XI. **DISCUSSION/ACTION AGENDA ITEMS**
  1. Discussion/Decision regarding Amending Ordinance 2014-01, the City of Trinidad Vacation Dwelling Unit (VDU) Ordinance.
  2. Discussion/Decision regarding Reinman Appeal of the City Manager's "Significant Violation" Determination made against a VDU on Ocean Avenue.
  3. Discussion/Decision to rescind Resolution 2015-02 and approve Resolution 2016-10; Amending Drought Restrictions for Trinidad.
  4. Discussion/Decision regarding draft Ordinance 2016-02; Proposing an Extension of the ¼% Sales Tax Increase to be implemented by the State Board of Equalization pending voter approval at the November 08, 2016 Election.
- X. **ADJOURNMENT**

**APPROVAL OF MINUTES FOR:**

**JULY 13, 2016 CC**

**Supporting Documentation follows with: 5 PAGES**

**MINUTES OF THE REGULAR MEETING OF THE TRINIDAD CITY COUNCIL**  
**WEDNESDAY, JULY 13, 2016**

**I. CALL TO ORDER**

- Mayor Miller called the meeting to order at 6:00PM. Council members in attendance: West, Fulkerson, Miller, Baker, Tissot.
- City Staff in attendance: City Manager Dan Berman, City Clerk Gabriel Adams.

**II. PLEDGE OF ALLEGIANCE**

**III. ADJOURNMENT TO CLOSED SESSION**

1. Conference with legal council regarding active litigation. *Tsurai Ancestral Society vs. City of Trinidad. Pursuant to California Government Code section 54956.9 (a)*

**IV. RECONVENE TO OPEN SESSION – Nothing to report.**

**V. APPROVAL OF AGENDA**

*Motion (Baker/West) to approve the agenda as written. Passed unanimously.*

**VI. APPROVAL OF MINUTES – June 08, 2016 cc**

*Motion (West/Baker) to approve the minutes as amended. Passed unanimously.*

**VII. COUNCIL MEMBER REPORTS – No reports submitted.**

**VIII. STAFF REPORTS:**

City Manager Berman submitted a report to the City Council at the meeting highlighting various accomplishments and project status for the month, including:

- WTP upgrades complete. Engineers are planning an open house to highlight the improvements to.
- Draft amended VDU Ordinance will be brought to the Council before the end of the month.
- Drought restrictions are over. Staff will report on this in August.

**IX. ITEMS FROM THE FLOOR:**

**Pat Morales – Trinidad**

Various criticisms of vacation rental inspection process, and asked why the City Manager is performing the inspections? No exceptions should be given unless they're heard at public meeting. No VDU's in residential areas. 4<sup>th</sup> of July was a mess in town. All hell broke loose. Why can't we request extra patrol in town on the holiday? Beaches were littered. Summer is no longer something I look forward to. Where do we stand with the Rancheria's Trust application?

**Shirley Laos – Trinidad Rancheria**

The Rancheria presented the Harbor Trust process informatively at the June meeting. We have not submitted the application yet.

**Elaine Weinreb – Trinidad Area**

I don't understand why the Rancheria Trust process was not an agenda item?

**Debbie Callahan – Trinidad**

I have lived on Berry road for 32 years. Why didn't we receive notice of the property being developed at 33 Berry Road? It affects our view of the neighborhood from our home. We would like the city to review the project for consistency with what was approved by the Planning Commission.

**X. CONSENT AGENDA**

1. Financial Status Reports for May 2016.
2. Second Reading of Ordinance 2016-01; Authorizing Participation in the Community Choice Aggregation Program.

*Motion (Fulkerson/Baker) to approve the consent agenda as submitted. Passed unanimously.*

**XI. DISCUSSION/ACTION AGENDA:**

**1. Discussion/Decision regarding Resolution 2016-09: Approving a Humboldt County Ballot Measure Expenditure Plan and a 20-Year Transportation Sales Tax Measure on the November 08 General Election Ballot**

HCAOG Marcella Clem explained that various critical funding sources for roads (such as State gas tax) are being reduced as more fuel efficient cars are being driven. With the reduction in revenue the County is struggling to maintain it's roads and proposes an additional sales tax measure to supplement the budget. More than half of one percent of funds, on an annual basis, will be used for administrative purposes of the Humboldt County Association of Governments (HCAOG). The remaining 99.5% funds generated by a ½ cent transportation sales tax measure will be allocated to the Cities of Arcata, Blue Lake, Eureka, Ferndale, Fortuna, Rio Dell, Trinidad and the County of Humboldt. The allocation formula is based upon \$50,000 base for the four smallest cities (Blue Lake, Ferndale, Rio Dell and Trinidad) with the balance allocated by road miles, population and sales tax generation. The 20-year investment is expected to generate \$200,000,000. She also presented the following details of the measure:

**Eligible Uses**

- Maintenance, rehabilitation, and reconstruction of existing transportation including trails and transit.
- Local match leveraging of state and federal funds for road, trails and transit infrastructure.
- Retention of commercial air service.

**Safeguards and Accountability Measures:** This transportation investment plan includes strong taxpayer safeguards to ensure that the projects and programs approved by the voters are funded and delivered.

**Taxpayer Oversight Committee:** This committee will be created to provide an enhanced level of accountability for expenditures made under this investment plan to ensure that all voter mandates are carried out and that the financial integrity and performance of the program is maintained.

**Annual Independent Audit and Annual Reporting:** Annual fiscal and compliance audits will be conducted by an independent Certified Public Accountant, selected by the Taxpayers Oversight Committee, to assure that the revenues expended are reasonable. The audit's results and annual report must be published and made available to the general public.

**Sunset Date:** This measure terminates in 20 years.

**Administrative Expense Cap:** Expenditures of HCAOG staff necessary to administer the program will be limited to no more than half of one percent of the annual gross revenues provided by the measure. These costs include independent audits, staffing the oversight committee and producing an annual report.

**Eligibility Verification:** The cities and County will select transportation projects that meet eligibility criteria as identified in this plan. The local jurisdictions will certify in the annual verification submitted to the HCAOG that these transportation funds were used for eligible expenses.

**Maintaining Local Transportation Funding Efforts:** The local jurisdictions will certify in the annual verification submitted to HCAOG that these transportation funds will be used to augment and not supplant local resources spent. For purposes of this calculation an average of the prior five (5) years spent for local transportation purposes will be used.

There was no public comment.

**Council comments included:**

Fulkerson: Seems like there needs to be a bigger plan in place. Clem explained that the State is looking at many different alternatives.

*Motion (Fulkerson/Tissot) to approve Resolution 2016-09. **Passed unanimously.***

2. Discussion/Decision regarding Draft Comment Letter regarding BLM's Environmental Assessment of the Trinidad Lighthouse and Surrounding 13 Acre Site.

City Manager Berman presented the draft comment letter to the Council for consideration:

*The City of Trinidad appreciates the opportunity to provide comment on the Trinidad Head Lighthouse Management Plan, and would like to thank BLM for their efforts to engage with local partners including the City in developing this Management Plan. The Trinidad Head Light Station is a beautiful and historic area on Trinidad Head, and the City looks forward to ongoing cooperation and coordination with BLM on the management and protection of Trinidad Head.*

*These comments will follow the basic categories and format provided in Table 1 on Page 6 of the Management Plan.*

**Site Access**

*The City believes the site should have open access for day use, consistent with the surrounding City-owned portion of the Head. This would mean removal of the locked gate, so that the public walking the City trails would be free to follow the existing road out to the site. This would not include regular access to the Lighthouse and Bell House buildings. This is consistent with Alternative 1 as presented, except without the connector trail. The City sees substantial public benefit in providing relatively free access to this portion of Trinidad Head, and little reason to limit such access.*

**Site Improvements**

*The City supports the site improvements associated with the Proposed Action alternative, with the addition of select low-impact improvements from Alternative 1 including a spotting scope and possible viewing platform, and removal of obsolete infrastructure. With the exception of special events for education and interpretation, the City advocates that this area of the Head be managed and developed similarly to the City-controlled trails. This includes free daytime access and amenities consistent with recreational hiking trails. The City is concerned that constructing a vault toilet on the Head would be an unnecessary level of impact, seems out of place with existing development on site, inappropriate given the cultural significance of the Head to the Yurok people, and would require regular large vehicle traffic on a narrow road to pump and maintain. There are excellent public restroom facilities at the existing Pier area, and the benefits of a toilet on site do not seem to outweigh the impacts.*

*Similarly, the excellent access to the site on the existing road raises questions about the benefit vs. impact of constructing the described 'connector trail'.*

*Undergrounding the electrical lines would be desirable from an aesthetic standpoint, and the City is supportive of BLM exploring this in more detail. A more detailed assessment of this project is needed to evaluate the extent and impacts of ground disturbance involved in such a project, including the potential for cultural resource disturbance.*

**Signs**

*The City supports Alternative 1 – work with partners to develop an interpretive sign plan for Trinidad Head and pier, and include interpretive sign(s) on site. BLM's expertise and experience in this area would be a real benefit to the City and to the visitors from around the world that hike Trinidad Head.*

**Lighthouse Tours**

*The City is supportive of regular guided Lighthouse tours. The appropriate frequency of such tours seems like something for BLM and volunteer staff to assess over time based on demand and impact.*

**Special Events**

*The City agrees with the Proposed Action in not allowing ceremonies and private gatherings, both for practical reasons like lack of parking or restrooms, and out of respect for the spiritual significance of the site.*

Public comment included:

**Elaine Weinreb** – Trinidad Area Resident

I support expanded access on Trinidad Head, improving the viewshed from the trail and spurs, and developing a restroom facility on site.

**Shirley Laos – Trinidad Rancheria**

Toured the site with BLM and Staff. Staff were very concerned with views being blocked. I support the draft letter and will advise the Tribal Council to consider Alternative 1 as written in the draft letter presented to the city tonight. Combining elements of each alternative makes sense.

Council comments included:

**Baker:** I'd like to see the viewsheds be maintained as well.

*Motion (Fulkerson/West) to approve and sign the draft letter to the BLM as written. **Passed unanimously.***

3. November Council Election Schedule and Upcoming Deadlines.

City Clerk Adams explained that the City's November 08, 2014 Election ballot will include the Sales Tax Continuation Measure, and Two (2) Councilmember seats.

The list of deadlines related to the Election is as follows:

- **On or before July 16 - Election Notice:** A notice will be published in the 3 locations throughout the City (City Hall, Murphy's Market, and the Trinidad Post Office), and in the Times-Standard & Mad River Union announcing the November Election and the Council positions available.
- **July 18 – Candidate Nomination Period Opens:** Anyone who wants to file as candidate for one of the (2) open positions may pick up nomination packets from the Clerk's office at the Town Hall. Fee for filing a candidate statement in the election ballot is \$375. Payment must be made when the nomination packets are submitted. **Deadline for incumbents to file nomination papers is 2:00pm, Friday, August 12.**
- **On or before August 04 –** Notice Published to Accept Arguments For/Against Sales Tax Increase; The City Clerk must file a notice to the public announcing that anyone who wishes to file arguments for or against the Sales Tax Increase continuation measure may do so by the deadline of 2:00pm, Friday, August 12.
- **August 12 – Deadline for Incumbents to file Nomination Packet, and Arguments For/Against the Sales Tax Increase**
- **August 17 – Deadline for Nomination Packets IF NO INCUMBENTS file for the positions.**
- **August 22 – Deadline to file REBUTTALS to Arguments For/Against Sales Tax Increase.**
- **November 08 – Election Day**

There was no public comment.

*Councilmembers Miller and Fulkerson agreed to work together on the Arguments for the Sales Tax Extension.*

4. Discussion/Decision regarding Councilmember Committee Assignments.

Councilmember Tissot agreed to take over Dave Winnett's assignments: HCCVB, OES, HMRA.

*Further reassignment will be discussed again after the November election.*

5. Discussion/Decision regarding Staff Update on Ordinance and Policies re: enforcement of safety and nuisance issues.

*This item was presented at the May 10 meeting as a consent agenda item, and approved by the Council to return to a future meeting for further review, analysis, and discussion. Although this topic has many layers of authority – California Penal Code, Vehicle Code, Container & Litter Laws, City Municipal Code, etc. - staff will attempt to present a list to the Council that outlines the issues identified below, and present any supporting statistics relative to enforcement.*

City Manager Berman provided a template staff report that addressed the leash law in town. The report identified where dogs are allowed on and off leash, and where they are prohibited. It cited sections of the ordinance that referenced dog laws, and penalties for violating the ordinance. It brought up questions from the Council about inconsistencies with signage and city policy.

Councilmembers agreed that the template report was useful and should be used periodically to address other related topics that need clarification.

*No decision was made.*

## **XII. ADJOURNMENT**

Meeting ended at 8:50pm.

**Submitted by:**

\_\_\_\_\_  
**Gabriel Adams**  
City Clerk

**Approved by:**

\_\_\_\_\_  
**Dwight Miller**  
Mayor

**DRAFT**



## CONSENT AGENDA ITEM 1

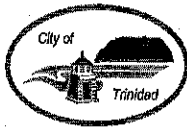
**SUPPORTING DOCUMENTATION FOLLOWS WITH: 0 PAGES**

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1. Financial Status Reports for June 2016.

***Reports were not made available at the publishing deadline, but will be posted to the City website as soon as they're made available.***





## **CONSENT AGENDA ITEM 2**

**SUPPORTING DOCUMENTATION FOLLOWS WITH:    2 PAGES**

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2. Notice of Deadline for Submission of Arguments in Favor or Against Sales Tax Extension Measure G.

## CONSENT AGENDA ITEM

Wednesday, August 10, 2016

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**Item:** Notice of Deadline for Submission of Arguments in Favor or Against Sales Tax Extension Measure G.

**Background:** The attached notice was published locally, and in both the Mad River Union and Times-Standard newspapers according to State election laws. This agenda item serves as an additional reminder to the public that the deadline for filing arguments for or against the sales tax extension Measure G is Friday, August 12.

Friday, August 12 is also the deadline that nominees for the City Council election must submit their candidate packets.

**Recommended Action:** *Announcement only. No action needed.*

**Attachments:** 1. Notice of Election and Submission of Arguments.

**TRINIDAD CITY HALL**  
P.O. Box 390  
409 Trinity Street  
Trinidad, CA 95570  
(707) 677-0223

**Dwight Miller, Mayor**  
**Gabriel Adams, City Clerk**



**NOTICE OF ELECTION & NOTICE OF DATE FIXED FOR SUBMISSION OF ARGUMENTS FOR  
MEASURE G - CITY OF TRINIDAD TRANSACTION AND USE TAX EXTENSION**

**NOTICE IS HEREBY GIVEN** to the qualified electors of the City of Trinidad that an election shall be held on the 8<sup>th</sup> of November, 2016 for the purpose of submitting to the voters of the City the following measure:

**Shall a  $\frac{1}{4}$  cent transaction and use tax be continued in the City of Trinidad for four years,  
starting on April 1, 2017.**

**Yes**

**No**

**NOTICE IS FURTHER GIVEN** that written arguments shall be submitted to the Elections Officer, the Trinidad City Clerk, **no later than 2:00pm, Friday, August 12, 2016**, until which time arguments may be changed or withdrawn by the proponents until and including the date fixed for filing arguments. Trinidad City Hall is located at 409 Trinity Street, P.O. Box 390, Trinidad, CA 95570. The phone number is 707-677-0223.

The City Council or any member or members of the City Council authorized by the Council or any individual voter who is eligible to vote on the measure or bona fide association of citizens or any combination of such voters and associations may file written argument(s) for or against the measure.

No arguments submitted will be accepted unless accompanied by the name(s) or the person(s) submitting it, or if submitted on behalf of an organization, the name of the organization and the name of at least one of its principal officers.

No arguments shall exceed 300 words in length.

Arguments submitted shall be entitled either "Argument in Favor of Measure G" or "Argument Against Measure G".

If more than one argument for the measure or more than one argument against the measure is submitted to the Elections Officer within the time prescribed, the City Clerk, as the Election Officer, shall select one argument in favor of the measure and one argument against the measure for printing and distribution to the voters of the City of Trinidad.

**NOTICE IS FURTHER GIVEN** that on the 8<sup>th</sup> of November, 2016, the polls shall open at 7:00 AM and shall close at 8:00 PM.

Dated: July 13, 2016

**Gabriel Adams**  
Trinidad City Clerk  
Elections Officer



## **CONSENT AGENDA ITEM 3**

**SUPPORTING DOCUMENTATION FOLLOWS WITH: 13 PAGES**

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3. MOU with the County of Humboldt to Accept Measure Z Grant Funds

## **CONSENT AGENDA ITEM**

### **Wednesday, August 10, 2016**

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#### **Item: MOU WITH HUMBOLDT COUNTY TO ACCEPT MEASURE Z GRANT FUNDS**

##### **Summary:**

The City has been awarded \$75,317 in Measure Z funds from Humboldt County to support additional law enforcement services in Trinidad. Putting these funds to use requires 1) execution of a MOU with the County for acceptance of the funds, and 2) amending our existing Contract for Law Enforcement Services to reflect the additional 20 hours per week of deputy coverage we will purchase with the funds. Amending our existing contract is in process with County staff and will return to the Council for approval when City and County staff have a final draft.

##### **Staff Recommendation:**

1) Authorize the City Manager to sign the attached MOU with Humboldt County for acceptance of Measure Z Funds.

##### **Background:**

In 2016 the City applied for Measure Z funding to support an additional full time deputy position dedicated to Trinidad. We were funded at half the requested amount, and will therefore revise our contract with the Sheriff's Office to reflect that we are contracting for a second deputy sheriff that will work two (2) days a week in Trinidad, in addition to Deputy Wilcox's four days a week. Deputies work a schedule of four ten hour days a week, so two days is half time.

The MOU for acceptance of the Measure Z funds is ready for City approval, and is the next step towards putting these funds to work. The County typically will not take these agreements to their Board of Supervisors for final approval until the other party (the City) has already signed them.

The accompanying revisions to the Agreement for Law Enforcement Services are being developed between City and County staff, and will return for your review and approval as soon as they are complete.

##### **Attachments:**

- FY 16-17 City of Trinidad Measure Z Funding MOU

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
COUNTY OF HUMBOLDT  
AND  
CITY OF TRINIDAD  
FOR FISCAL YEAR 2016-2017**

This Memorandum of Understanding ("MOU"), entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the City of Trinidad, a municipal corporation, hereinafter referred to as "CITY," is made upon the following considerations:

WHEREAS, California Government Code Section 26227 provides that the board of supervisors of any county may appropriate and expend money from the county's general fund to finance programs deemed to be necessary to meet the social needs of the population of the county, including, but not limited to, the areas of health, law enforcement and public safety; and

WHEREAS, COUNTY placed a one-half (.5) cent local sales and use tax measure, known as "Measure Z," on the November 2014 ballot to maintain and improve essential services; and

WHEREAS, Measure Z was passed by the voters of Humboldt County on November 4, 2014 and became operative on April 1, 2015; and

WHEREAS, due to the passage of Measure Z, COUNTY has additional funding to maintain and improve essential services, including, without limitation: law enforcement services; emergency response services; illegal marijuana cultivation enforcement and prevention; child abuse enforcement and prevention; crime investigation and prosecution; substance abuse rehabilitation; mental health treatment; rural fire protection, road repairs; and other necessary services relating to the areas of health, law enforcement and public safety; and

WHEREAS, COUNTY created a nine (9) member Citizens Advisory Committee to review Measure Z funding applications and make recommendations to the Humboldt County Board of Supervisors; and

WHEREAS, on February 19, 2016, CITY submitted a Measure Z application to the Citizens' Advisory Committee requesting an allocation in the amount of One Hundred Fifty Thousand Six Hundred Thirty-Four Dollars (\$150,634.00) for the purpose of contracting with the Humboldt County Sheriff's Office ("HCSO") to fund one full-time equivalent ("FTE") Deputy Sheriff position, which is attached hereto as Exhibit A – Application for Measure Z Funding – and incorporated herein by reference; and

WHEREAS, on June 28, 2016, the Humboldt County Board of Supervisors approved the Measure Z application submitted by CITY in the amount of Seventy-Five Thousand Three Hundred Seventeen Dollars through June 30, 2017; and

WHEREAS, COUNTY and CITY desire to enter into an agreement which sets forth each party's rights and responsibilities regarding the expenditure of Measure Z funds allocated to CITY.

NOW THEREFORE, in consideration of the foregoing, and of the mutual promises contained herein, the parties hereto agree as follows:

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1. COUNTY OBLIGATIONS:

COUNTY will provide CITY with an amount not to exceed Seventy-Five Thousand Three Hundred Seventeen Dollars (\$75,317.00) for the purpose contracting with HCSO to fund a one-half (.5) FTE Deputy Sheriff position.

2. CITY OBLIGATIONS:

- A. General Requirements. CITY will contract with the HCSO to fund a one-half (.5) FTE Deputy Sheriff position for additional coverage within the City of Trinidad during times when coverage is not otherwise available.
- B. Quarterly and Final Reports. CITY will provide quarterly and final reports to COUNTY as set forth in Exhibit B – Quarterly and Final Summary Reports – which is attached hereto and incorporated herein by reference. Any and all quarterly and final reports required hereunder shall be prepared using COUNTY's standard Measure Z report form, which is attached hereto as Exhibit C – Quarterly and Final Report Form – and incorporated herein by reference.
- C. Recognition of Measure Z Funding. CITY shall cooperate with COUNTY efforts to recognize Measure Z funding. Such recognition may take the form of press releases, photos and adhesives to equipment.

3. TERM:

This MOU shall begin on July 1, 2016 and shall remain in full force and effect until June 30, 2017, unless sooner terminated as provided herein.

4. TERMINATION:

- A. Breach of Contract. If, in the opinion of COUNTY, CITY fails to adequately fulfill its obligations hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this MOU, or violates any ordinance, regulation, or other law applicable to its performance herein, COUNTY may terminate this MOU immediately, upon notice.
- B. Without Cause. COUNTY may terminate this MOU without cause upon thirty (30) days advance written notice to CITY. Such notice shall state the effective date of the termination.
- C. Insufficient Funding. COUNTY's obligations under this MOU are contingent upon the availability of local funding resulting from the sales and use tax established by Measure Z. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this MOU shall be terminated. COUNTY shall provide CITY seven (7) days advance written notice of its intent to terminate this MOU due to insufficient funding.
- D. Compensation Upon Termination. In the event this MOU is terminated, CITY shall be entitled to compensation for payments made to HCSO pursuant to the terms and conditions of this MOU through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this MOU by CITY.

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5. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY under this MOU is Seventy-Five Thousand Three Hundred Seventeen Dollars (\$75,317.00). CITY agrees to perform all of its obligations hereunder for an amount not to exceed such maximum dollar amount. However, if the allocation of local funding resulting from the sales and use tax established by Measure Z is reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder, or terminate this MOU as provided herein.
- B. Schedule of Rates. CITY shall set forth the specific rates and costs applicable to this MOU using COUNTY's standard Measure Z budget form, which is attached hereto as Exhibit D – Schedule of Rates – and incorporated herein by reference.
- C. Additional Services. Any additional services not otherwise provided for herein shall not be provided by CITY, or compensated by COUNTY, without written authorization. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CITY. CITY shall notify COUNTY, in writing, at least six (6) weeks prior to the estimated date upon which the maximum payable amount will be reached.

6. PAYMENT:

CITY shall submit to COUNTY quarterly invoices itemizing all costs and expenses incurred, pursuant to the terms and conditions of this MOU. Invoices shall be in the format set forth in Exhibit E – Measure Z Invoice Form – which is attached hereto and incorporated herein by reference. CITY shall submit a final undisputed invoice for payment within thirty (30) days following the expiration or termination date of this MOU. Payment for the performance of CITY's obligations hereunder will be made within thirty (30) days after the receipt of approved invoices. All invoices submitted by CITY shall be sent to COUNTY at the following address:

COUNTY: Humboldt County Administrative Office  
Attention: Elishia Hayes, Senior Administrative Analyst  
825 Fifth Street, Room 112  
Eureka, California 95501

7. NOTICES:

Any and all notices required to be given pursuant to the terms of this MOU shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Administrative Office  
Attention: Amy S. Nilsen, County Administrative Officer  
825 Fifth Street, Room 112  
Eureka, California 95501

CITY: City of Trinidad  
Attention: Daniel Berman, City Manager  
P.O. Box 390  
Trinidad, California 95570



8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. CITY agrees to timely prepare accurate and complete financial and payroll records, documents and other evidence relating to CITY's performance hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this MOU, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all costs and expenses incurred, pursuant to the terms and conditions of this MOU.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CITY, and its subcontractors, related to CITY's performance hereunder, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after final payment under this MOU. CITY hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any duly authorized local, state and/or federal agencies. CITY further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this MOU, including, but not limited to, the costs of administering this MOU.
- C. Audit Costs. In the event of an audit exception or exceptions related to CITY's performance hereunder, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of such audit. If the allowable expenditures cannot be determined because CITY's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

CITY agrees that COUNTY has the right to monitor all activities related to this MOU, including, without limitation, the right to review and monitor CITY's records, programs or procedures, at any time, as well as the overall operation of CITY's programs, in order to ensure compliance with the terms and conditions of this MOU. CITY will cooperate with a corrective action plan, if deficiencies in CITY's records, programs or procedures are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of CITY's performance hereunder.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this MOU, CITY may receive information that is confidential under local, state or federal law. CITY hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health

Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.

- B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that local, state and federal laws, regulations, and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this MOU may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this MOU embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

11. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this MOU, CITY, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal laws or regulations. Nothing herein shall be construed to require employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. CITY further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this MOU by reference and made a part hereof as if set forth in full.

12. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

CITY certifies by its signature below that it is not a Nuclear Weapons Contractor, in that CITY is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. CITY agrees to notify COUNTY immediately if it becomes a Nuclear

Weapons Contractor as defined above. COUNTY may immediately terminate this MOU if it determines that the foregoing certification is false or if CITY subsequently becomes a Nuclear Weapons Contractor.

13. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. CITY shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, CITY's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. Effect of Insurance. Acceptance of the insurance required by this MOU shall not relieve CITY from liability under this provision. This provision shall apply to all claims for damages related to CITY's performance hereunder, regardless if any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by CITY hereunder.

14. INSURANCE AND LIABILITY REQUIREMENTS:

Both parties agree to procure and maintain sufficient general liability, automotive and workers' compensation insurance coverage shall be primary insurance as respects the City or the County, their officers, officials, employees and volunteers. The costs of such insurance shall be borne by the individual entity, City and County.

The COUNTY and its insurer or self-insured pool shall waive its rights to subrogate against the CITY, its officials, officers, employees and volunteers for all workers' compensation claims, injuries or illness arising from the performance of this AGREEMENT. The COUNTY shall provide an endorsement from its insurer or self-insured pool waiving its subrogation rights.

15. RELATIONSHIP OF PARTIES:

It is understood that this is an MOU by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture, or any other similar association. Both parties further agree that CITY shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. CITY shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

16. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

CITY agrees to comply with all local, state and federal laws and regulations applicable to CITY's performance hereunder. CITY further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

////

17. PROVISIONS REQUIRED BY LAW:

This MOU is subject to any additional local, state and federal restrictions, limitations, or conditions that may affect the provisions, terms or funding of this MOU. This MOU shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

18. REFERENCE TO LAWS AND RULES:

In the event any law, regulation, policy or procedure referred to in this MOU is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.

19. SEVERABILITY:

If any provision of this MOU, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this MOU.

20. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by either party in violation of this provision shall be void, and shall be cause for immediate termination of this MOU. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by the parties to obtain supplies, technical support or professional services.

21. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this MOU shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

22. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this MOU shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this MOU. In no event shall any payment by COUNTY constitute a waiver of any breach of this MOU or any default which may then exist on the part of CITY. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and CITY shall promptly refund, any funds disbursed to CITY, which in the judgment of COUNTY were not expended in accordance with the terms of this MOU.

23. STANDARD OF PRACTICE:

CITY warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CITY's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

24. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information, and reports concerning the subject matter of this MOU prepared and/or submitted by CITY shall become the property of COUNTY. However, CITY may retain copies of such documents and information for its records. In the event of termination of this MOU, for any reason whatsoever, CITY shall promptly turn over all information, writings and documents to COUNTY without exception or reservation.

25. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this MOU.

26. AMENDMENT:

This MOU may be amended at any time upon the mutual consent of both parties. No addition to, or alteration of, the terms of this MOU shall be valid unless made in writing and signed by both parties.

27. JURISDICTION AND VENUE:

This MOU shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

28. ADVERTISING AND MEDIA RELEASE:

All informational material related to this MOU shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. COUNTY shall provide to CITY suggested language, and a Measure Z Logo, for all press releases. In addition, CITY shall inform COUNTY of all requests for interviews by media related to this MOU before such interviews take place; and COUNTY is entitled to have a representative present at such interviews. All notices required by this provision shall be given to the Humboldt County Administrative Officer.

29. SURVIVAL:

The duties and obligations of the parties set forth in Section 4(D) – Compensation Upon Termination, Section 8 – Record Retention and Inspection, Section 10 – Confidential Information and Section 13 – Indemnification shall survive the expiration or termination of this MOU.

30. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this MOU, the terms and conditions set forth herein shall have priority.

31. INTERPRETATION:

This MOU, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on

the basis that the other party prepared it.

32. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections and paragraphs set forth in this MOU are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this MOU.

33. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

34. ENTIRE AGREEMENT:

This MOU contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind either of the parties hereto. In addition, this MOU shall supersede in its entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this MOU are hereby ratified.

35. AUTHORITY TO EXECUTE:

Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU. Each party represents and warrants to the other that the execution and delivery of this MOU and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have entered into this MOU as of the first date written above.

**CITY OF TRINIDAD:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**COUNTY OF HUMBOLDT:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Mark Lovelace  
Chair Board of Supervisors

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Risk Management

**LIST OF EXHIBITS:**

- Exhibit A – Application for Measure Z Funding
- Exhibit B – Quarterly and Final Summary Reports
- Exhibit C – Quarterly and Final Report Form
- Exhibit D – Schedule of Rates
- Exhibit E – Measure Z Invoice Form

## EXHIBIT B

### QUARTERLY AND FINAL SUMMARY REPORT

City of Trinidad  
Fiscal Year 2016-2017

#### 1. DUE DATES:

Quarterly reports are due one month after the end of each quarter. Quarterly reports will be based on COUNTY fiscal year quarters. The table below shows each fiscal year quarter and the report due dates. CITY must submit a quarterly report for each quarter in which the contract is active. The Final Summary Report is due one month after completion of the contract term.

Quarter	Dates Included	Date Report Due to County
1	July 1 through September 30	October 31
2	October 1 through December 31	January 31
3	January 1 through March 31	April 30
4	April 1 through June 30	July 31
Final Summary Report	Based on contract term	One month after term end

#### 2. SUBMISSION OF REPORTS:

All reports should be emailed to [cao@co.humboldt.ca.us](mailto:cao@co.humboldt.ca.us) or sent by U.S. mail to the following address:

COUNTY: Humboldt County Administrative Office  
825 Fifth Street, Room 112  
Eureka, California 95501



**EXHIBIT C**  
**QUARTERLY AND FINAL REPORT FORM**  
City of Trinidad  
Fiscal Year 2016-2017

**COUNTY OF HUMBOLDT – MEASURE Z**  
**Report Form**



**Organization Name:** \_\_\_\_\_ **Report Date:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

Please attach a narrative report addressing the items outlined in section I below. Feel free to attach any other relevant materials or reports.

**I. QUARTERLY NARRATIVE** (please attach a maximum of 1 page, exclusive of attachments)

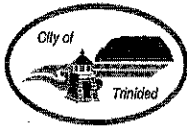
**A. Results/Outcomes**

- ☐ 1. Please describe the Measure Z activities completed and/or total numbers served or reached.
- ☐ 2. What difference did Measure Z funding make in our community and for the population you are serving? Please discuss evidence of effect (e.g., community indicators, outcomes, etc.). *If you have evaluation materials that document outcomes and impacts of your work, feel free to attach them in lieu of answering this or other questions.*
- ☐ 3. Describe any unanticipated impacts of receiving Measure Z funding, positive or negative, not already described above.

**II. FINAL SUMMARY REPORT** (please attach a maximum of 2 pages, exclusive of attachments)

**A. Lessons Learned**

- ☐ 1. Describe what you learned based on the results/outcomes you reported in Section A above and what, if any, changes you will make based on your results/outcomes.
- ☐ 2. What overall public safety improvements has your organization seen as a result of receiving Measure Z funding?



## **CONSENT AGENDA ITEM 4**

**SUPPORTING DOCUMENTATION FOLLOWS WITH:    5 PAGES**

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4. Approve Closeout Documents for Water Treatment System Upgrades

## **CONSENT AGENDA ITEM**

**Date: August 10, 2016**

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Item: **APPROVE CLOSEOUT DOCUMENTS FOR WATER  
WATER SYSTEM UPGRADE PROJECT**

### **Background:**

The Water System Upgrade Project construction has been completed and there are several project closeout documents to be completed. The attached letter from the Project Engineer Josh Wolf, GHD provides details about the actions needed, including approving all the Contract Change Orders (CCOs) and the Notice of Completion. The City Manager signed the Notice of Completion on July 21<sup>st</sup>, so staff is requesting Council authorize the City Manager to sign the Notice of Completion after the fact. Due to time constraints, staff was unable to bring the Notice of Completion to the Council in July.

### **Staff Recommendation:**

- Approve all Contractor Change Orders for Construction Project
- Authorize City Manager to sign (after the fact) the Notice of Completion for the Water System Upgrade Project.

### **Attachments:**

- GHD letter re: Water System Upgrade Project Recommendation
- Notice of Completion



June 24, 2016

Dan Berman  
City Manager  
City of Trinidad  
P. O. Box 390  
Trinidad, CA 95570  
(707) 677-3876

RE: Trinidad Water System Upgrade Project  
Recommendation for Approval of Notice of Completion

Construction of the Trinidad Water Sytem Upgrade Project is now complete with all punch list items being completed on June 21, 2016.

The City Council awarded the construction contract for the Trinidad Water System Upgrade Project to Whitson Inc. on November 13, 2013 in the amount of \$ 1,348,668.00. The work generally consisted of installation of a new backwash tank, flocculator/settler, wet well pumps, chlorine contact pipe, and associated piping, valves, and appurtenances, demolition of the existing clarifier, demolition and repairs within the existing treatment building and other related work, as set forth on the project Plans and Specifications.

\$1,293,668.00 of the original contract amount was funded by a Proposition 50 grant, administered by the California Department of Public Health (now the State Water Resources Control Board, Division of Drinking Water), while the remaining \$55,000 was funded by Indian Health Services (IHS) and the Trinidad Rancheria.

A total of twenty-eight contract change orders (CCO's) were issued for the project totaling \$ 301,165.97. The CCO work was added to the project to address unforeseen project conditions, to correct treatment plant deficiencies, and upgrade facilities to make the plant more reliable and allow the plant operators to better manage the plant. \$ 257,334.97 of the change orders was paid for by the projects Proposition 50 grant funds. The remaining \$ 43,831.00 of change order work was paid for by IHS and the Trinidad Rancheria.

Council's approval of all CCO's is requested at this time. The final contract amount, including the original contract and subsequent change orders is summarized in the table on the following page.

Assuming that all items of work have been completed to the satisfaction of the City, we recommend that Council approve the Notice of Completion for the project, which is attached. Once signed and returned to GHD, the Notice of Completion will be filed with the Humboldt County Recorder. The final payment (final progress payment and release of previously held retention) can be released to Whitson Inc. 35 days after the Notice of Completion is filed.



General Description	Amount
Approved Original Contract Amount	\$ 1,348,668.00
CCO#1 - Utility Potholing	\$ 1,446.81
CCO#2 - Piping Modifications	\$ 34,234.00
CCO#3 - Yard Piping Trench Backfill	\$ 3,256.61
CCO#4 - Chlorine Contact Basin and 8-Inch Water Main Trench Backfill	\$ 20,176.66
CCO#5 - Yard Gate Valves	\$ 1,096.33
CCO#6 - Remove Main Control Panel and Components, Provide New Distribution Panels, Relocate Tank Level Indicator	\$ 12,797.00
CCO#7 - Replace Backwash Tank	\$ 40,593.00
CCO#8 - Flocculator/Settler Lids	\$ 16,965.00
CCO#9 - Replace Tank Level Controller	\$ 1,829.00
CCO#10 - Backwash System Modifications	\$ 52,377.00
CCO#11 - Backwash Tank Foundation	\$ 11,220.00
CCO#12 - Flocculator Modifications	\$ 4,573.56
CCO#13 - Supplemental Change Order 8 (deferred contract time)	\$ 0.00
CCO#14 - Chlorine Analyzer	\$ 3,325.00
CCO#10(s) - Supplemental Change Order 10 (deferred contract time)	\$ 0.00
CCO#14 - Time Extension for Shed and Fencing Location	\$ 0.00
CCO#15 - Time Extension for Shed and Fencing Location	\$ 0.00
CCO#16 - Alternate Chlorine Pumps	\$ 920.00
CCO#17 - Equalization Tank Transducer	\$ 5,588.00
CCO#18 - Filter Train Flow Meters & Valves	\$ 9,674.00
CCO#19 - Replace Auto Dialer	\$ 7,648.00
CCO#20 - Sampling Port and Chlorine Analyzer after Contact Basin	\$ 11,592.00
CCO#21 - Turbidity Meter between Flocculator and Filters	\$ 7,576.00
CCO#22 - Filter Train 3 Underdrain Repair and Media Replacement	\$ 26,527.00
CCO#23 - Construct Two (2) Drying Bays with Covers	\$ 10,962.00
CCO#24 - Fencing, Fall Restraint & Pressure Gauges	\$ 5,133.00
CCO#22(s) - Supplemental Change Order 22 (deferred contract time)	\$ 0.00
CCO#25 - Time Extension Fencing Location	\$ 0.00
CCO#26 - Additional Fencing	\$ 5,533.00
CCO#27 - Hand Held Turbidimeter	\$ 1,664.00
CCO#28 - Raw Water Flow Meter	\$ 4,459.00
<b>Final Construction Contract Amount</b>	<b>\$ 1,649,833.97</b>



Please don't hesitate to contact me if you have any questions regarding the project progress or this pay request.

Sincerely,  
GHD Inc.



Josh Wolf, PE  
Project Manager  
707-267-2264

Attachments:

1. Notice of Completion
2. Final Payment Application

Recording Requested By:  
City of Trinidad  
P. O. Box 390  
Trinidad, CA 95570

When recorded, return to:

GHD  
718 Third Street  
Eureka, CA 95501

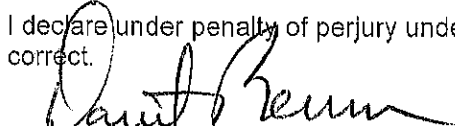
OFFICIAL BUSINESS: Exempt from Recording Fees Pursuant to California Government code 27383.

**NOTICE OF COMPLETION**

NOTICE IS HEREBY GIVEN THAT:

1. On the 21 day of June, 2016, the project known as:  
Trinidad Water System Upgrade Project
2. The project is located at 1313 Westhaven Drive North, Trinidad, County of Humboldt, State of California.
3. The owner of the project is the City of Trinidad
4. The name and address of the party filing this Notice is:  
City of Trinidad  
P.O. Box 390  
409 Trinity Street  
Trinidad, CA 95570
5. The name and address of the Contractor responsible for the construction of said project is:  
Whitson Inc.  
P.O. Box 240  
3167 Highway 96  
Willow Creek, CA 95573
6. The general description of the public project was: Trinidad water treatment plant upgrades including, but is not limited to installation of a new backwash tank, flocculator/settler, wet well pumps, chlorine contact pipe, and associated piping, valves, and appurtenances, demolition of the existing clarifier, and demolition and repairs within the existing treatment building.
7. The original contract amount was: \$ 1,348,668.00
8. The final contract amount was: \$ 1,649,833.97

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

  
Dan Berman, City Manager, City of Trinidad

Dated: July 21<sup>st</sup>, 2016

ATTEST: 



## **CONSENT AGENDA ITEM 5**

**SUPPORTING DOCUMENTATION FOLLOWS WITH:    20 PAGES**

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5. Agreement for Labor Compliance Services and MOU with the County of Humboldt for Proposition 84 Grant Project.



## **CONSENT AGENDA ITEM**

**Date: August 10, 2016**

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### **Item: AGREEMENT FOR LABOR COMPLIANCE SERVICES AND MOU WITH THE COUNTY OF HUMBOLDT FOR PROPOSITION 84 GRANT PROJECT**

#### **Summary**

The City is implementing a state grant funded project to repair and replace failing Onsite Wastewater Treatment System (OWTS, aka septic systems). As part of that effort, the City needs labor compliance services to verify contractors are compliant with state requirements, and income verification services to determine the appropriate homeowners cost share for the project work. The grant will cover the expenses for these professional services.

#### **Staff Recommendation:**

- Authorize the City Manager to execute a contract with North Valley Labor Compliance Services for labor compliance services associated with the City's Clean Beaches Initiative Project.
- Authorize the City Manager to finalize and sign a MOU with Humboldt County for Income Assessment and Verification Services associated with the City's Clean Beaches Initiative Project.

#### **Background:**

On November 13, 2013, City Council adopted Resolution 2013-08, authorizing the City Manager to enter into a grant agreement for \$480,075 in Proposition 84 funding with the State Water Resources Control Board (SWRCB) for the Clean Beaches Initiative Trinidad Westhaven Coastal Water Quality Restoration Program / Onsite Wastewater Treatment System Repair Emphasis (Project). Project Grant Agreement 14-477-550 was fully executed on August 10, 2015. The Project seeks to reduce bacterial contamination on area beaches by repairing or replacing failing Onsite Wastewater Treatment Systems (OWTS) on priority parcels in the Parker Creek, Luffenholtz Creek and Joland Creek watersheds.

Projects funded by Proposition 84 are required to pay prevailing wages and monitor public works contracts for compliance with the Labor Code under an approved Labor Compliance Program (LCP). The City already has in place LCP ID No. 2014.00247, approved by the Department of Industrial Relations (DIR) on September 22, 2014. The LCP was developed and submitted to the DIR by North Valley Labor Compliance Services (NVLCS) as authorized by Council Resolution 2014-04. The LCP designates NVLCS as the third party labor compliance monitoring service. Staff recommends entering into a professional services agreement with NVLCS for labor compliance services for all public works contracts awarded for this Project. The Agreement fees are not to exceed \$4,200, which will be reimbursed by the Project grant funding.

The Project provides grant funded financial assistance to qualified homeowners for repair or replacement of their failing systems, based on 1) review and approval of the Project Technical

Advisory Committee, as well as 2) income assessment to determine the amount the homeowner will pay in match costs for the construction. Humboldt County Economic Development staff have the experience and capacity to provide the homeowner income assessment and verification service for the City's Project. Staff recommends entering into a Memorandum of Understanding (MOU) with the County for providing these services. City and County staff are working to finalize this MOU, the current draft is attached. The cost of this service is not to exceed \$4,000 and will be reimbursed by the grant.

Attachments:

- North Valley Labor Compliance Professional Services Agreement
- Draft Memorandum of Understanding between the City of Trinidad and Humboldt County for income assessment and verification services.

**PROFESSIONAL SERVICES AGREEMENT FOR  
LABOR COMPLIANCE CONSULTING SERVICES  
BETWEEN  
THE CITY OF TRINIDAD  
AND  
NORTH VALLEY LABOR COMPLIANCE SERVICES**

This Professional Services Agreement for labor compliance consulting services ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by **THE CITY OF TRINIDAD** (the "City" or "Owner") and **NORTH VALLEY LABOR COMPLIANCE SERVICES** (the "Consultant" or "NVLCS").

**RECITALS**

This Agreement is entered into in consideration of the following matters:

**WHEREAS**, under California Labor Code sections 1720-1860, all workers employed on a public works contract must be paid the prevailing rate of per diem wages as well as Federal Labor Standards set forth in the Davis Bacon Act (40 USC 276 ©; and the Contract Work Hours and Safety Standards Act (CWHSSA) (40 USC 327-333);

**WHEREAS**, the Department of Industrial Relations ("DIR") and Department of Labor ("DOL") have established regulations governing the payment of prevailing wages on public works contracts;

**WHEREAS**, any Awarding Agency using funds derived from the Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2006 ("Proposition 84") is required to implement and enforce their own state approved labor compliance program or contract with a 3<sup>rd</sup> party to enforce their state approved program, to ensure the payment of prevailing wages for any project using such funds;

**WHEREAS**, the City is in need of professional services for labor compliance consulting for the "Septic System Upgrade Project" ("Project");

**WHEREAS**, the Consultant has the necessary qualifications to provide such services for the Project; and

**WHEREAS**, the parties desire by this Agreement to establish the terms and conditions for retention of the Consultant to provide the professional services described herein.

**AGREEMENT**

**NOW, THEREFORE**, the City and the Consultant do agree as follows:

## **PART I DEFINITIONS**

Additional Services shall mean any services not provided for under this Agreement and as defined in Part II, Section 4 hereof.

Agreement shall mean this Professional Services Agreement as the same now exists, or as it may, from time to time be amended by any supplemental agreement entered into by the parties pursuant to the provisions hereof.

Bond Acts shall mean the Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2006.

City shall mean The City of Trinidad.

Consultant shall mean North Valley Labor Compliance Services, a sole proprietorship.

Compensation shall mean the costs of Services as established in the Compensation Schedule attached hereto as Exhibit "B"

Department of Industrial Relations or DIR shall mean the California Department of Industrial Relations.

Department of Labor or DOL shall mean the United States Department of Labor.

Effective Date shall mean the date of execution of this Agreement.

Labor Compliance Program or LCP shall mean the City of Trinidad Labor Compliance Program, which will be submitted for approval to the Department of Industrial Relations.

Menu of Services shall mean the list of tasks to be provided by the Consultant under this Agreement as presented in Exhibit "A."

Project(s) shall mean any new construction or modernization projects being constructed by the City using funds derived from the Bond Acts, or as otherwise directed by the City.

Services or Work shall mean the labor compliance consulting services provided by the Consultant under this Agreement.

Site shall mean any real property owned or leased by the City, or over which the City has a utility easement or right of way for which funds derived from the Bond Acts may be used to improve the property.

## **PART II**

### **PROFESSIONAL SERVICES: TERMS & CONDITIONS**

#### **Section 1 – Purpose**

The purpose of this Agreement is as follows:

- A. To establish the terms and conditions for the provision of labor consulting services by the Consultant to the City.
- B. To establish the Menu of Services to be provided by the Consultant.
- C. To set forth the relationship between each party and establish the duties and responsibilities of each party hereunder.

#### **Section 2 – Menu of Services**

The Consultant shall provide the City with the Services described in the Menu of Services attached hereto as Exhibit "A."

#### **Section 3 – Compensation**

- A. The Consultant shall be compensated based on the hourly rates set forth in Exhibit "B" and within the not to exceed amounts designated for each project therein. The Consultant shall not perform any work in excess of the not to exceed amounts listed in Exhibit "B" without the express written consent of the City. The Consultant shall be reimbursed for appropriate direct costs, other than administrative overhead and salary costs in accordance with the schedule set forth in Exhibit "C" provided however that the Consultant may not charge an hourly rate for travel time.
- B. The City shall compensate the Consultant for performing Additional Services described in Exhibit "D", within timeframes established in Part II Section 3 b.
- C. The City shall pay the Consultant within thirty (30) calendar days of receipt of Consultant's monthly invoice, which will set forth the hours actually worked in each billing period and the project to which such hours apply.
- D. Invoices shall be sent to: The City of Trinidad.

#### **Section 4 – Additional Services**

The Consultant shall not be compensated for any Services other than those described in the Menu of Services ("Additional Services" Exhibit "D"), except as provided in this paragraph. If Additional Services seem merited by the Consultant or the City, and informal consultations between the parties indicate that such Services are warranted, the Additional Services shall be approved in writing by the City in the following manner: a letter outlining the Additional Services shall be forwarded to the City by the Consultant with a statement of estimated cost changes to the fee or time schedule. The City shall review the letter and may approve or reject the Additional

Services and costs proposed in the letter. The letter shall be executed by both parties before performance of any such Additional Services or the City will not be required to pay for the changes in the Menu of Services.

#### **Section 5 – Maintenance of Records**

Books, documents, papers, accounting records, and other evidence pertaining to Work done and costs incurred pursuant to this Agreement shall be maintained by the Consultant and made available for inspection, audit and copying by the City, DIR or DOL at all reasonable times during the term of this Agreement and for three (3) years after the close-out date of each Project or as otherwise required by law. Upon expiration of the three (3) year period, the Consultant shall return the records to the City.

#### **Section 6 - District Responsibilities**

- A. The City shall provide to NVLCS complete information regarding the City's requirements for the Program.
- B. The City shall examine information submitted by NVLCS and shall render decisions pertaining thereto promptly.
- C. The City shall furnish legal, accounting, contract review and insurance counseling services as may be necessary for the Program.
- D. The City shall furnish required information and approvals and perform its responsibilities and activities in a timely manner to facilitate orderly progress of the work in cooperation with NVLCS, consistent with this Agreement. At the request of NVLCS, sufficient copies of the Contract Documents shall be furnished to NVLCS to permit the timely performance of services, by the City at the City's expense.

#### **Section 7 – Ownership and Use of Work**

All documents and materials prepared pursuant to this Agreement shall be considered the property of the City for which it was prepared, and will be turned over to the City upon demand, but in any event upon completion of the Work. The City has the right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other documents and materials prepared under this Agreement without the permission of the Consultant. All documents and materials shall be delivered in a reproducible form. As used herein, "documents and materials" include, but are not limited to, any original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, and computer files prepared or developed pursuant to this Agreement.

#### **Section 8 – Findings Confidential**

Any reports, information, data or materials given to or prepared or assembled by the Consultant under this Agreement are confidential and shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

### **Section 9 – Conflict of Interest**

The Consultant hereby expressly covenants that no interest presently exists, nor shall any interest, direct or indirect, be acquired during the term of this Agreement that would conflict in any manner with the performance of Services pursuant to this Agreement.

### **Section 10 – Term of Agreement**

The initial term of this Agreement shall be for one (1) year from the Effective Date with completion of the project (all certified payroll documents received). NVLCS will complete the final processing of labor compliance reports for the City, DIR and DOL with the anticipated completion of 3 months after project completion. It is intended that this Agreement can be extended or amended consistent with the intent of the parties, the requirements of the Department of Industrial Relations and the California Labor Code and in accordance with Section 27 hereof.

### **Section 11 – Time of Performance**

The Consultant shall commence on the Effective Date and perform Services in a prompt and timely manner.

### **Section 12 – Delays in Performance**

Neither the City nor the Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement such circumstances include but are not limited to: abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage or judicial restraint.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

### **Section 13 – Compliance with Law**

- A. The Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government. If the Consultant's failure to comply with applicable laws, ordinances, codes and regulations results in a claim for damage or liability to the City, the Consultant shall be responsible for indemnifying and holding the City harmless as provided in this Agreement.

### **Section 14 – Standard of Care**

The Consultant's Services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

### **Section 15 – Assignments**

The Consultant shall not assign, delegate, sublet, or transfer this Agreement or any rights under or interest in this Agreement to perform Services without prior written consent of the City, which may be withheld for any reason. A consent to one assignment shall not be deemed to be consent to any subsequent assignment.

### **Section 16 – Independent Consultant**

The Consultant is retained as an independent consultant and is not an agent or employee of the City. No employee or agent of the Consultant shall by this Agreement become an agent or employee of the City. The Consultant shall have no authority, express or implied, pursuant to this Agreement to bind the City to any obligation whatsoever, except as specifically provided in writing by the City.

### **Section 17 – Integration**

This Agreement represents the entire understanding of the City and the Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

### **Section 18 – Insurance**

The Consultant shall provide and maintain at all times during the performance of this agreement, the following professional liability and automobile liability insurance:

**Coverage** - Coverage shall be at least as broad as the following:

- A. Coverage for Professional Liability appropriate to the Consultant's profession covering Consultant's wrongful acts, negligent actions, errors or omissions. The retroactive date (if any) is to be no later than the effective date of this agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the contract work. Consultant shall purchase a one-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.
- B. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto)

**Limits** - The Consultant shall maintain limits no less than the following:



- A. Professional Liability - One million dollars (\$1,000,000) per claim and annual aggregate.
- B. Automobile Liability - Three Hundred Thousand (\$300,000) for bodily injury and property damage each accident limit.

**Required Provisions -**

- A. The policies specified above are to state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the Consultant, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to City.
- B. Any failure to comply with the reporting or other provisions of the policies including breaches and warranties shall not affect coverage provided to the City, its directors officers, employees, or authorized volunteers.
- C. All policies specified above shall be primary to any insurance maintained by the City that may provide additional coverage for any loss.

Such liability insurance shall indemnify the Consultant and his/her sub-consultants against loss from liability imposed by law upon, or assumed under contract by, the Consultant or his/her sub-consultants for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

All of the insurance shall be provided on policy forms and through companies satisfactory to the City.

**Workers' Compensation and Employer's Liability Insurance** - The Consultant and all sub-consultants shall cover or insure under the applicable laws relating to workers' compensation insurance, all of their employees employed directly by them or through sub-consultants in carrying out the work contemplated under this agreement, all in accordance with the "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof.

**Deductibles and Self-Insured Retentions** - Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

**Acceptability of Insurers** - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-:VII or equivalent or as otherwise approved by the City.

**Evidences of Insurance** - Prior to execution of the agreement, the Consultant shall file with City a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall also include confirmation that coverage includes or has been modified to include Required Provisions 1 and 2.

The Consultant shall, upon demand of the City, deliver to the City such policy or policies of insurance and the receipts for payment of premiums thereon.

**Continuation of Coverage** - If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) to the City at least ten (10) days prior to the expiration date.

**Sub-Consultants** - In the event that the Consultant employs other consultants (sub-consultants) as part of the services covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.

#### **Section 19 – Mutual Indemnity**

- A. NVLCS shall, with respect to all work which is covered by or incidental to this Agreement, defend, indemnify and hold City harmless from and against any and all liens and claims asserted by firms or individuals claiming through NVLCS, and all claims liability, loss, damage, costs, or expenses, including reasonable attorney's fees, expert's fees, awards, fines, or judgments, arising by reason of any claim for the death or bodily injury to persons or injury to property, to the extent caused by NVLCS' negligence or willful misconduct. However, NVLCS shall not be obligated under this Agreement to indemnify City to the extent that the damage is caused by the negligence or willful misconduct of City or its agent or servants other than NVLCS.
- B. Waiver of Subrogation: The City and NVLCS waive all rights against each other and against the Contractor, Design Professionals, consultant, agents, and employees of the other for damages during construction covered by any property insurance as set forth in the Construction Contract.

#### **Section 20 – Laws, Venue, and Attorneys' Fees**

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state court situated in the County of Napa, State of California, or in a federal court with jurisdiction. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

#### **Section 21 – Termination or Abandonment**

- A. The City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to the Consultant. In the event such notice is given, the Consultant shall cease immediately all Services in progress.
- B. The Consultant may terminate this Agreement at any time upon thirty (30) days written notice of termination to the City.

- C. If any party hereunder fails to perform any material obligation under this Agreement, then, in addition to any other remedies, the non-breaching parties may terminate this Agreement immediately upon written notice.
- D. Upon termination of this Agreement, all property belonging to the City which is in Consultant's possession shall be returned to the City. The Consultant shall furnish the City with a final invoice for Services performed by the Consultant. The City shall have no obligation to pay the Consultant for Services performed after termination of this Agreement.

## **Section 22 – Notice**

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

### **DISTRICT:**

**City of Trinidad**  
P.O. Box 390  
Trinidad, CA 95570  
Phone (707) 677-0223

### **CONSULTANT:**

**North Valley Labor Compliance Services**  
6955 N. Durango Drive Suite 1115-254  
Las Vegas, NV 89149  
Phone 530-674-3033 or 714-408-8687

Attention: Rebecca Price-Hall

Attention: Carolyn Lay

and shall be effective upon receipt thereof.

## **Section 23– Third Party Rights**

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

## **Section 24 – Severability**

The unenforceability, invalidity or illegality of any provision(s) or portion thereof of this Agreement shall not render the other provisions unenforceable, invalid or illegal. Waiver by any party of any portion of this Agreement shall not constitute a waiver of any other portion thereof.

## **Section 25 – Time of Essence**

Time is of the essence for each and every provision of this Agreement.

## **Section 26 – Successors and Assigns**

This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by the Consultant without prior written consent of the City.

**Section 27 – Amendments**

This Agreement shall not be amended, modified or changed in any way without the prior written consent of the City.

**Section 28 – Interpretation**

The agreements contained herein shall not be construed in favor of or against any party but shall be construed as if all parties prepared this Agreement.

**Section 29 – Counterparts**

This Agreement may be executed in counterparts, all of which, when taken together, shall constitute a fully executed original.

**Section 30 – Additional Conditions**

In addition to the terms and conditions outlined herein, the terms and conditions of this agreement shall be in accord with and encompass those terms and conditions set forth in the SWRCB Grant Agreement 14-477-550, attached hereto as Exhibit E.

All Exhibits and Recitals contained herein are hereby incorporated into this Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

DATE: \_\_\_\_\_

CITY: THE CITY OF TRINIDAD

By: \_\_\_\_\_  
Daniel Berman, City Manager

DATE: 7/25/16

CONSULTANT: NORTH VALLEY LABOR  
COMPLIANCE SERVICES

By: Carolyn Lay  
Carolyn Lay, Owner  
Federal Tax I.D. Number 20-3064636

## **EXHIBIT "A"**

### **MENU OF SERVICES**

#### **I. EDUCATION**

##### **TASK: GENERAL CONSULTING**

1. The Consultant shall provide the City and its staff with general consulting services on labor compliance, as required by the City.
2. The Consultant shall cooperate and assist the City's construction management team, legal counsel, and other City consultants with issues related to labor compliance as necessary.
3. The Consultant shall remain apprised of any changes, additions or other modifications to applicable labor law.

##### **TASK: TRAINING**

1. The Consultant shall provide labor compliance training for the following individuals and entities: (a) the City's facilities department, (b) construction managers, (c) and any other City consultants that may require such training.

#### **II. BID ADVERTISEMENT AND CONTRACT REVIEW**

##### **TASK: GUIDANCE WITH CORRECT PREVAILING WAGE LANGUAGE**

1. The Consultant shall review contract documents and guide the City so that correct language is included in the bid advertisement, notice to bidders, information to bidders and construction contract/agreement.

#### **III. SERVICES TO BE COMPLETED**

- Conduct LCP Workshop, via internet, phone, fax, email etc. with awarded contractors
- Provide the City of Trinidad with correct prevailing wage sheets for the project from the Department of Industrial Relations.

## EXHIBIT "B"

### COMPENSATION SCHEDULE

#### I. Hourly Rates

POSITION	RATE/HOUR
Carolyn Lay, Labor Compliance Specialist	\$ 75.00
Labor Compliance Specialists	\$ 75.00

#### II. Not to Exceed Amount for Project

PROJECT	AMOUNT
Labor Compliance monitoring for the Septic System Upgrade.	Not to Exceed \$4,200.00 (Four Thousand Two hundred dollars).

## **EXHIBIT "C"**

### **ALLOWABLE REIMBURSABLE**

NVLCS will be reimbursed for reasonable expenses incurred in conjunction with the project. The items allowable for reimbursement are as follows:

1. Cost of printing and distributing documentation and reports at .10 cents a copy.
2. Cost of postage, UPS, Federal Express, and other deliveries.
3. Cost of sub-consultants hired by Consultant as approved by the City in advance.
4. Cost of other items as required, with prior approval from City.

## **EXHIBIT "D"**

### **ADDITIONAL SERVICES**

At the request of the City, NVLCS shall perform Additional Services and NVLCS shall be compensated for same as provided in Part II Section 3 A. & C. at the rate established in EXHIBIT "B", which may EXCEED the NOT TO EXCEED value for each project.

1. Preparation for and serving as a witness in connection with any public or private HEARING or arbitration, mediation, disciplinary or enforcement action, or legal proceeding.

## **EXHIBIT "E"**

**Grant Agreement 14-477-550**



**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE COUNTY OF HUMBOLDT & THE CITY OF TRINIDAD TO PROVIDE INCOME ASSESSMENT  
AND VERIFICATION SERVICES FOR GRANT PROJECT**

This Agreement is made and entered into this \_\_\_\_ day of September, 2016, by and between the County of Humboldt, a political subdivision of the State of California, herein referred to as "COUNTY" and the City of Trinidad, an incorporated city, herein referred to as "CITY" and collectively referred to as the "PARTIES."

WHEREAS, the CITY has entered into Grant Agreement 14-477-550 for the Trinidad Westhaven Coastal Water Quality Restoration Project, OWTS Emphasis (GRANT PROJECT) with the State Water Resources Control Board funded by a Proposition 84 Clean Beaches Initiative Grant; and

WHEREAS, the PROJECT purpose is to repair or replace Onsite Wastewater Treatment Systems (OWTS) on priority parcels in Parker Creek, Lower Luffehholtz Creek, and Joland Creek watersheds to reduce bacterial contamination at area coastal beaches; and

WHEREAS, GRANT PROJECT requires a household income assessment to determine appropriate match requirements for interested property owners; and

WHEREAS, the COUNTY has the experience and capacity to provide income assessment and verification services; and

WHEREAS, PARTIES desire the COUNTY to administer a homeowner income assessment and verification program (PROGRAM) for the GRANT PROJECT; and

WHEREAS, the CITY has funding to pay the COUNTY to administer the PROGRAM; and

WHEREAS, the PARTIES now desire to enter into this Agreement to have the CITY pay the COUNTY to administer PROGRAM for the purposes of the GRANT PROJECT.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. COUNTY agrees to administer an income assessment and verification program and answer general questions regarding the CITY programs as outlined in the Scope of Services in Attachment A, which is incorporated herein by reference.
2. CITY shall compensate COUNTY for all services performed pursuant to this Agreement.
  - a. Compensation Not to Exceed \$4,000. Compensation shall be billed at a burdened hourly rate. The burdened rate includes salaries and benefits. Burden rates are subject to change. The current rate of the primary staff member assigned to this task is \$55.06. From time to time other staff may be assigned and their rates vary from \$40.00 to \$100.
  - b. Travel shall be reimbursed at the County prevailing rate, which is currently .54/mile.

c. COUNTY will provide CITY with a detailed billing invoice no less than calendar quarterly, within 30 days of the end of the period, setting forth both the hours expended and the travel expenses incurred pursuant to this Agreement. CITY shall thereafter pay COUNTY the amount as stated in the billing statement within thirty (30) days of submission of such statement to the CITY.

3. The two staff members who will be managing this contract on behalf of the COUNTY and the CITY are listed below. In the event one of these individuals leaves their employment or changes jobs within the COUNTY or CITY, the PARTIES shall notify each other of this fact within ten (10) working days.

County of Humboldt  
Paula Mushrush  
Economic Development Coordinator  
520 E Street  
Eureka, CA 95501

City of Trinidad  
Becky Price-Hall  
City Grant Coordinator  
P. O. Box 390  
Trinidad, CA 95570

4. Term of Agreement: This agreement shall commence upon the signatures of both parties, and shall terminate December 31, 2017. Early termination of the Contract may be effectuated by written notice from the County, without the need for action or ratification by the Humboldt County Board of Supervisors, upon twenty (20) days written notice of such termination. Early termination of the Contract may also be effectuated by written notice from the City of Trinidad, without need for action or ratification by the Trinidad City Council, upon twenty (20) days written notice of such termination.

5. Any notice required to be given pursuant to the terms and provisions herein shall be sent by First Class Mail, return receipt requested to the following addresses and shall be deemed received when placed in the stream of mail:

County of Humboldt  
County Administrative Officer  
825 Fifth Street, Room 112  
Eureka, CA 95501

City of Trinidad  
City Manager  
P. O. Box 390  
Trinidad, CA 95570

6. The COUNTY and the CITY are separate political agencies, County being a subdivision of the State of California and City being a municipal corporation, and as such, they are independent contractors with respect to each other. This agreement is not intended to, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or any other similar association. Nothing in this agreement shall be construed to create an employment relationship between CITY and any employee of COUNTY, or between COUNTY and any employee of CITY. Each party shall be solely responsible for the acts or omissions of its officers, agents, employees, and subcontractors. Neither party's employees shall be entitled to any employee benefits from the other party.

7. CITY shall hold harmless, defend and indemnify COUNTY and its board of Supervisors, officers, employees, agents and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of

every nature arising out of or in connection with COUNTY's performance hereunder or its failure to comply with any of its obligations in this MOU, except such loss or damage as was caused by the sole negligence or willful misconduct of COUNTY.

8. COUNTY shall hold harmless, defend and indemnify CITY and its City Counsel, officers, employees, agents and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with CITY's performance hereunder or its failure to comply with any of its obligations in this MOU, except such loss or damage as was caused by the sole negligence or willful misconduct of CITY.

9. CITY certifies by its signature below that CITY is not a Nuclear Weapons Contractor, in that CITY is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. CITY agrees to notify COUNTY immediately if it becomes a nuclear weapons contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CITY becomes a nuclear weapons contractor.

10. This agreement shall constitute the entire agreement between the PARTIES relating to the subject matter of this agreement, and shall supersede any previous agreements, promises, representation, understanding and negotiation, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms which are embodied in this agreement are hereby ratified.

11. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the PARTIES.

12. This agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to Code of Civil Procedure Sections 394 and 395.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2016:

COUNTY OF HUMBOLDT

CITY OF TRINIDAD

By \_\_\_\_\_  
Mark Lovelace  
Chairman  
Humboldt County Board of Supervisors

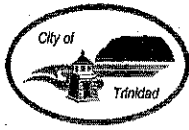
By \_\_\_\_\_  
Daniel Berman,  
City Manager  
City of Trinidad

### SCOPE OF SERVICES

Administer Household Income Assessment Program (PROGRAM) for City of Trinidad's Trinidad-Westhaven OWTS Upgrade Project (GRANT PROJECT) funded by a Proposition 84 Clean Beaches Initiative Grant. The purpose of the PROGRAM is to support completion of GRANT PROJECT Task 4.6:

"Conduct a household income assessment for the interested property owners [identified by City] and determine appropriate match requirements. Submit the results of the household income assessment and match responsibility per parcel to the Grant Manager."

1. COUNTY shall provide income assessment and verification assistance, including development of forms and reporting statements as needed for administering PROGRAM and assisting CITY with development of Income Verification Referral Form.
2. CITY will refer a maximum of twenty-four (24) PROGRAM applicants to County for income assessment.
3. COUNTY will verify the incomes of PROGRAM applicants through a review of self-certification income documents. .
4. COUNTY will categorize PROGRAM applicants by % of Median Household Income (MHI) based on USDA/HUD income guidelines. Income categories shall be:  $\leq$  60% of MHI; 61%-80% of MHI; 81% - 100% of MHI; and  $>$  MHI.
5. COUNTY shall provide a household income category and verification statement for each applicant for the purposes of the GRANT PROJECT. The Statement will include: the applicant name, Assessor's parcel number and the household income category.
6. COUNTY shall provide all applicant files to CITY for retention in GRANT PROJECT files as documentation of all significant actions relative to the Project.
7. CITY will be responsible for determining applicant match requirements based on PROGRAM Statements.
8. COUNTY shall answer general questions from CITY about PROGRAM as needed to complete GRANT PROJECT Task 4.6.
9. COUNTY and CITY shall work together to ensure GRANT PROJECT Task 4.6. and State requirements are met.



## **DISCUSSION AGENDA ITEM 1**

**SUPPORTING DOCUMENTATION FOLLOWS WITH:    32 PAGES**

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1. Discussion/Decision regarding Amending Ordinance 2014-01, the City of Trinidad Vacation Dwelling Unit (VDU) Ordinance.

## **DISCUSSION AGENDA ITEM**

Wednesday, August 10, 2016

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**Item:** Discussion / Decision regarding Amending Ordinance 2014-01, the City of Trinidad Vacation Dwelling Unit Ordinance

### **Note on Terminology:**

Staff and the Planning Commission are recommending that the City use the term 'Short Term Rental' (STR) in place of Vacation Dwelling Unit (VDU). STR is more widely used, and, staff would argue, a more accurate title. Unless directed otherwise by the Council, staff will use STR in place of VDU going forward.

### **Planning Commission's Recommendations:**

The Planning Commission's recommendations regarding amendments to the Ordinance are attached. They include both a summary table, and a 'track changes' draft of the Amended Ordinance, showing all changes from the existing Ordinance. The public record from the Planning Commission's meetings on this recommendation, including all staff reports and minutes, are available on the City website and are compiled in a hard copy binder available at the Clerk's Office; the binder also includes submitted public comments.

### **Staff Comments**

The Council initiated this process of considering amendments to the STR Ordinance primarily out of concern that some limitations to the number of STRs in Trinidad may be necessary. The amendment process also provides an opportunity to revisit and improve the existing STR Ordinance approach to basic issues such as occupancy, parking, noise, and enforcement. The Planning Commission has covered all of these issues and more in a very thorough effort.

Staff advises Council to carefully consider the complexity of any new regulatory system you adopt in this matter, both in terms of staff effort necessary to oversee it, and potential for confusion and conflict in its implementation.

With this in mind, staff sees the buffer distance approach, and the five year lottery cycle, as particularly complicated systems to implement on an ongoing basis.

Included in the packet is some sample ordinance language for your review. A version of this was compiled for the Planning Commission's consideration early in their process. The intent is not to complicate matters, but there was an interest in seeing alternative

language for buffers and definitions for different types of VDUs. Therefore, I went ahead and included the whole document. It is broken down by topic.

### **Staffing and Costs**

An important related discussion is about the staff resources necessary to implement and oversee this Ordinance. It seems appropriate that this cost should be borne primarily by the STR industry. The specific fees can and should be set by separate Resolution, not within the Ordinance. However the Ordinance can spell out the intent to do so. Staff recommend you direct us to draft such language for the Ordinance, and agendize a discussion of the appropriate staffing level and fees for discussion in parallel with the completion of the revisions to this Ordinance.

### **Enforcement**

One of the key issues of concern for both the Planning Commission and the public was enforcement of the ordinance. It was determined that the City is lacking some tools that would be useful in improving those efforts. There were three things that were viewed as being particularly useful that the City Council should consider, all of which can be adopted and implemented independently of the STR ordinance. These suggestions include the following: (1) a formal complaint process with an online component; (2) a City-wide noise ordinance; and (3) an administrative fine ordinance whereby fines can be issued by staff outside of a costly and time-consuming law enforcement / criminal procedure or nuisance abatement.

### **Staff Recommendation**

Staff recommends the Council consider the Planning Commission Recommendations regarding amendments to Ordinance 2014-01, and direct staff on any desired changes to the Amendments.



## MEMORANDUM

**To:** Trinidad Planning Commission

**FROM:** Trever Parker, City Planner *(item numbers on the left, & 2 add'l columns on the right, by Mayor Miller, 8/5/2016)*

**DATE:** July 25, 2016

**RE:** Final PC Recommendations on new STR Ordinance

1. This table, along with the amended VDU STR ordinance, represents the final recommendations of the Planning Commission to the City Council. I have incorporated the suggestions and votes from recent meetings along with some of the key reasons for those suggestions and decisions. For this meeting, you should consider whether any specific changes need to be made to this table or the ordinance before it goes to the Council. Then the Commission will vote on it as a whole.

*\*\* (from Mayor Miller: All ordinance refs are to sub-sections from 17.56.190. The numbering has errors ... needs work)*

	ISSUE	PLANNING COMMISSION RECOMMENDATION	KEY REASONS	PC VOTE	Ordinance Reference	CC Vote
<b>2</b>	Should there be any limit or cap on VDUs?	Yes	<ul style="list-style-type: none"> <li>• Too many existing VDUs</li> <li>• Change community character</li> <li>• Neighborhood conflicts</li> <li>• Decreased affordability</li> <li>• Environmental Impacts</li> <li>• Impacts to services</li> </ul>	Yes	E	
<b>2a</b>	Cap Details – How many, and what mechanism.	Fixed number by zone: <ul style="list-style-type: none"> <li>• UR: 19 (15% of developed lots)</li> <li>• SR: 6 (20% of developed lots)</li> </ul>	For: Similar reasons as above	4-1	E	
<b>2b</b>		Note that percentages do not include second units	Against: <ul style="list-style-type: none"> <li>• Cap is too high</li> <li>• Cap is unfair</li> </ul>		E	
	<b>ISSUE</b>	<b>PLANNING COMMISSION</b>	<b>KEY REASONS</b>		<b>Ordinance</b>	



		RECOMMENDATION		PC	Reference	CC
<b>3</b>	Density / buffer restriction*	100 ft. from property lines (only within the UR zone)	<p>For:</p> <ul style="list-style-type: none"> <li>• Reduce clustering/bottlenecks</li> <li>• Increase neighbors/residents</li> </ul> <p>Against:</p> <ul style="list-style-type: none"> <li>• Buffer is unnecessary</li> <li>• Buffer is too small</li> </ul>	3-2	G	
<b>4</b>	Treat owner-occupied and/or hosted* differently?	Overall, no. But there was no general agreement on how to categorize STRs. Generally they should all be subject to the same caps and standards, but may want to incentivize one or another type (e.g. get priority in the lottery).	<ul style="list-style-type: none"> <li>• Having a host present on the property reduces the likelihood of nuisance impacts (2)</li> <li>• Incentivizing owner-occupied benefits residents (1)</li> </ul> <p>Limiting benefits to hosted, owner-occupied STRs does both of the above (1)</p>	2-1-1	B-3 & H (?)	
<b>5</b>	Require 'activity' on License?	Yes - 60 days minimum activity (nights rented) per year.	<p>For: To ensure STRs (VDUs) are providing the intended benefits to visitors and providing TOT revenue to the City.</p> <ul style="list-style-type: none"> <li>• Against: Unnecessary</li> </ul>	3-1	H-12	
<b>6a</b> <b>6b</b> <b>*6c</b>	License Term	<p>1) Annual renewals</p> <p>2) With a 5 year maximum limit</p> <p>* There was a suggestion to consider some sort of process to stagger the initial permit renewals (e.g. 2.5 and 5 years) so they don't all come up at once, but this complicates the lottery that is already affected by the buffer.</p>	<p>For:</p> <p>1) Review each year for compliance and complaints</p> <p>2) Increase opportunities for all property owners and easier to remove later than add if necessary</p> <p>Against (2):</p> <ul style="list-style-type: none"> <li>• Too limiting</li> </ul> <p>Harms VDUs/STRs that aren't causing problems</p>	<p>1) 5-0</p> <p>2) 3-2</p>	<ul style="list-style-type: none"> <li>• D-2</li> <li>• note below G</li> </ul> <p>* none yet</p>	
	ISSUE	PLANNING COMMISSION	KEY REASONS		Ordinance	

		RECOMMENDATION		PC	Reference	CC
7	Transferability of Permits	Not transferable except for specific exceptions for immediate family (spouse, kids) and family trusts.	<ul style="list-style-type: none"> <li>To reduce the influence of an STR license on property values</li> <li>To allow more people a chance to have an STR</li> </ul>	5-0	D-3 #	
8	If a cap goes into place that is lower than current VDU #, how do we get there?	Lottery after amortization period, with each existing VDU in the UR zone going into the pool.	<p>For: Balance speed (to get to cap) and fairness</p> <p>Against:</p> <ul style="list-style-type: none"> <li>Too complicated</li> <li>Unnecessary</li> </ul>	4-1	D-3 #	
9	How do we manage a waiting list for permits?	<ul style="list-style-type: none"> <li>Lottery</li> </ul>	<ul style="list-style-type: none"> <li>Fairness: gives everyone a chance</li> </ul>	4-1	D-3 #	
*10	Other Issues*:	Enforcement was the big issue, but others included definitions, and other minor amendments (e.g... * <b>removing the hold harmless agreement</b> )	To provide clarification and clean up some issues that have been identified during the initial implementation of the existing ordinance.		D-1-d	
11	Complaint process*	Adopt a formal STR complaint process (outside of the ordinance) based on the model provided and post on the City's website	<ul style="list-style-type: none"> <li>Ensure transparency</li> <li>Ensure follow-up</li> <li>Ensure all complaints are properly logged and tracked</li> </ul>		L-2	
	ISSUE	PLANNING COMMISSION	KEY REASONS		Ordinance	

	Enforcement*	RECOMMENDATION		PC	Reference	CC
12	Enforcement*	<ul style="list-style-type: none"> <li>The definitions for complaints and significant violations were clarified</li> </ul>	<ul style="list-style-type: none"> <li>It is important for the City to enforce STR regulations in order to maintain community compatibility</li> </ul>		L-2	
13		<ul style="list-style-type: none"> <li>The City Manager was given explicit authority to adopt administrative rules and put problem properties on a watch list</li> </ul>	<ul style="list-style-type: none"> <li>Neighbors have less recourse with STRs (e.g. civil suits) than with long term owners or tenants.</li> </ul>		L-2 # and ## after H-14	
14		<ul style="list-style-type: none"> <li>Beef up the "Good Neighbor Brochure"</li> </ul>			B-1	
15		<ul style="list-style-type: none"> <li>Require "Guest Registry"</li> </ul>	<ul style="list-style-type: none"> <li>Having strong and clear consequences makes bad behavior less likely to occur in the first place</li> </ul>		H-2 #	
16		<ul style="list-style-type: none"> <li>Require a Responsible Person to sign and acknowledge rules</li> </ul>			None	
17		<ul style="list-style-type: none"> <li>Require "Meet and Greet" by owner or manager</li> </ul>	<ul style="list-style-type: none"> <li>Ensure that the rules and consequences are adequately communicated to the occupants</li> </ul>		## after H-14	
18		<ul style="list-style-type: none"> <li>Suggest the City adopt a noise ordinance</li> </ul>			None	
19		<ul style="list-style-type: none"> <li>Suggest the City enact a tiered system for issuing administrative fines</li> </ul>			None	
20		<ul style="list-style-type: none"> <li></li> </ul>				
21		<ul style="list-style-type: none"> <li></li> </ul>				
22		<ul style="list-style-type: none"> <li></li> </ul>				

\*Not part of the original Council recommendation table

## **Attachment – Sample Ordinance Language**

### **August 10, 2016 Regular City Council Meeting**

The following consists of excerpts from VDU ordinances that address issues that have been identified by the VDU Committee, City Council, Planning Commission, staff or public that I thought would be worth considering. I have categorized them by issue. All the text below are direct quotes except for where I identified what jurisdiction the language came from or made notes in brackets.

#### Definitions

“Vacation rental” means a single-family dwelling unit, duplex, or triplex (including condominium and townhouse units, but not including apartments or manufactured homes in a mobile home park), where the owner/operator/contact person/agent does not live in the dwelling unit while it is rented for use as a vacation rental and no one but the renter of the vacation rental dwelling and guests of the renter live in the dwelling unit while it is rented for use as a vacation rental and the entire dwelling unit is rented for the purpose of overnight lodging for a period of not more than 30 days other than (1) ongoing month-to-month tenancy granted to the same renter for the same unit, (2) one less-than-30-day period per year, or (3) a house exchange for which there is no payment. Where there are multiple dwelling units on a site, the owner / operator / contact person / agent may live in one of the dwellings that is not being rented as a vacation rental. Renting of individual rooms does not constitute use of a dwelling unit as a vacation rental. Habitable accessory structures, nonhabitable accessory structures, second units constructed under the provision of SCCC 13.10.681, 13.20.107, or 13.20.108, and legally restricted affordable housing units shall not be used as vacation rentals. [Santa Cruz County]

“Vacation rental” means any transient occupancy use for which the City has issued a vacation rental permit pursuant to this Section. The term “vacation rental” shall be used to include all vacation rental businesses operating pursuant to a “2009 Permit,” all “hosted accommodation” vacation rentals and all “non-hosted accommodation” vacation rentals. [City of Napa]

“Short-Term Residential Rental” means a rental of a single-family home or unit in a multi-family property which is offered by a Permanent Resident of the unit who is a natural human being, and not owned by a company or corporation. The unit must be the owner or tenants’ primary residence and be owner/tenant-occupied at least 9 months of the year and the property may not be rented more than 90 days if the host is not present, with no limit to the amount of rental days when the host is present. [Berkley (draft)]

“STR Type A” is a term that shall mean a short term rental unit licensed for transient use of residential property for remuneration (i) where the property owner does not reside at the site or (ii) where the property owner resides at the site, and where the property is available for short term guests for more than 90 days in a single license year. [Pacific Grove]

“STR Type B” is a term that shall mean a short term rental unit licensed for transient use of residential property for remuneration where the property owner resides at the site, and where the property is available for short term guests for no more than 90 days in the a single license year. [Pacific Grove]

### *Sample Language*

“Homestay” means an owner-occupied dwelling unit where bedrooms are provided for compensation for fewer than 30 consecutive days with a maximum of four adult overnight guests. [City of SLO]

“Homesharing” means an activity whereby the resident(s) host visitors in their homes, for compensation, for periods of 30 consecutive days or less, while at least one of the dwelling unit’s primary residents lives on-site, in the dwelling unit, throughout the visitors’ stay. [Santa Monica]

“Host” means long-term resident that lives on the property, either in the Short Term Rental, or in another legal dwelling unit on the property, and who sleeps on the property while the STR is being rented, and who is responsible for overseeing or managing the STR while it is being rented.

“Hosted Short Term Rental” means a Short Term Rental with a Host. The host must be present on the same property as the Short Term Rental at all times between the hours of 10pm and 6am while it is being rented for Transient Use.

*(San Jose defines ‘Host Present’ as: “means the Host is present on the premises of the dwelling unit that is being used for Incidental Transient Occupancy during the term of the Transient Occupancy at all times between the hours of 10pm – 6am.” This standard would be easier to verify and enforce than the “stays overnight” requirement in the ‘Homestay’ definition above.)*

“Hosted Accommodation” means a vacation rental business for which the owner resides at the vacation rental unit, and the owner sleeps at the vacation rental unit while it is being rented, and no more than two bedrooms are rented for transient occupancy pursuant to this section. [City of Napa]

“Owner-occupied” means the “domicile” of a person, as defined by California Elections Code Section 349, which generally means the place in which the person’s habitation is fixed, wherein the person has the intention of remaining, and to which, whenever he or she is absent, the person has the intent of returning. At a given time, a person may only have one domicile.

*(San Luis Obispo defines ‘Owner Occupancy’ as: “a lawfully permitted dwelling that is occupied by the owner(s) named on the property deed as their primary residence and is occupied by them for the major portion of the year.” San Jose defines ‘Primary Residence’ as: “a permanent resident’s usual place of return for housing as documented by motor vehicle registration, driver’s license, voter registration or other such evidence.” Santa Monica defines a ‘primary residence’ as “considered to be a legal residence for the purpose of income tax and/or acquiring a mortgage.”)*

“Responsible Person” means the occupant of a Vacation rental who is at least twenty-five (25) years of age and who shall be legally responsible for compliance of all occupants of the unit and / or their guests with all provisions of this Chapter and / or this code. [Palm Springs]

### Cap

To preserve town character and maintain the town as a residential community with limited commercial services, the County shall maintain, at all times, for new vacation home rentals or single unit rentals approved subsequent to the effective date of this section, a ratio of thirteen

### *Sample Language*

(13) long term residential dwelling units to either one (1) single-family rental or vacation home rental. The County shall not require any reduction in the number of vacation home rentals or single unit rental in existence on the date of certification by the Coastal Commission of this section. [Mendocino]

#### Cap

The number of vacation rental permits issued pursuant to this Section shall not exceed 41 non-hosted accommodations and 60 hosted accommodations. [City of Napa]

#### Distance Restriction

In all Residential and Recreation land use categories, no parcel shall be approved for a residential vacation rental if it is within 100 feet of another parcel with a residential vacation rental and/or other visitor-serving accommodation. Distances shall be measured from the closest property line of the property containing the vacation rental and/or other visitor-serving accommodation to the closest property line of the proposed residential vacation rental unit. This location standard may be modified through a Minor Use Permit approval when a Development Plan is not otherwise required. [SLO County]

#### Distance Restriction

Within all residential land use categories, no residential vacation rental shall be located within (1) 200 linear feet of a parcel on the same side of the street as the vacation rental; (2) 200 linear feet of the parcel on the opposite side of the street from the vacation rental; and (3) 150 foot radius around the vacation rental. These same distances apply to other types of visitor-serving accommodation (i.e. Bed and Breakfast or Homestay.) Distances shall be measured from the closest property line of the existing residential vacation rental unit, and/or other visitor-serving accommodation, to the closest property line of the property containing the proposed residential vacation rental unit. This location standard can be modified through Minor Use Permit approval when a Development Plan is not otherwise required. [SLO County]

#### Density Restriction

In the Live Oak Designation Area and the Seacliff / Aptos Designated Area, no new vacation rental shall be approved if parcels with permitted vacation rentals on the same block total 20 percent or more of the total parcels on that block that allow residential use... In addition, not more than 15 percent of all the parcels that allow residential use ... may contain vacation rentals. ("Block" means the properties abutting both sides of a street extending from one intersecting street to another or to the terminus of the street.) [Santa Cruz County]

#### Cap, Density, Wait List [Pacific Grove]

(a) License Cap. The maximum number of STR Type A licenses allowed within the residential districts of the city shall be 250. If applications exceeding this number are received, the city manager shall place the excess number on a STR license waiting list and process those in order of receipt as licenses become available. The maximum number of Type B transient use licenses are not limited by this chapter.

(b) Density Limit. A STR Type A license shall not be issued if granting that STR Type A license would cause the STR Type A density limit to be exceeded for that residential zoning; provided, however, no STR density limit shall apply to Ocean View Boulevard and Mermaid Avenue.

### *Sample Language*

The following density limits shall apply:

- (1) One STR Type A license per parcel. This limit shall apply to any duplex. It shall not apply to a property governed by the duly adopted bylaws of a city-approved homeowners' association (HOA), or to properties held as tenants in common. The limit shall not apply to commercially zoned properties.
- (2) STR Type A licenses shall be further limited based on existing residential zoning district. Type A licenses shall be limited in all of the R-1 and R-2 districts to a total of 104 licenses. R-3 and R-4 districts are limited to a total of 146 licenses.
- (3) A second or subsequent STR Type A license shall be approved only if the total number of such licenses does not exceed 15 percent per block on which it is located.
- (4) In the case where the number of STR Type A licenses currently exceed the 15 percent per block density measure, the existing licenses on that particular block shall be limited to renting a total of 150 nights per year.
- (5) Commencing on March 31, 2018, all STR Type A licenses issued in the R-1-B-4 district shall require a use permit due to the sensitive habitat located in the vicinity. [Ord. 16-007 § 3, 2016].

#### Per Parcel Limit

Only a single residence, and legally established guest house meeting current standards shall be used as a vacation rental. Only one (1) tenant shall be allowed on-site at any given time: second residences or accessory structures shall not be leased, subleased, rented or sub-rented separately from the main dwelling. Parcels containing multiple residences or habitable structures may only be used as vacation rentals subject to the granting of a Use Permit, except that two residences or structures may be used when the total number of guestrooms does not exceed five (5.) Tents, yurts and RVs are not allowed as a part of a vacation rental. [Sonoma County]

#### One Rental Agreement Per VDU

Only one rental agreement per vacation rental unit shall be in effect at any one time. [City of Napa]

#### One VDU Per Owner

No person shall be issued a new transient rental permit who holds another transient rental permit. Converting or replacing a transient rental business license that exists on the effective date of said ordinance into or with a transient rental permit is not considered the issuance of a new transient rental permit. For the purposes of the chapter, "person" means the natural person or legal entity that owns and holds legal and/or equitable title to the property. If the owner is a natural person, or where the natural person has transferred his property to a trust where the natural person is the trustor, that person can have an ownership right, title, or interest in no more than one dwelling unit that has a transient rental permit. If the owner is a business entity such as a partnership, a corporation, a limited liability company, a limited partnership, a limited liability partnership or similar entity, any person who owns an interest in that business entity shall be considered an owner and such a person can have an ownership right, title, or interest in no more than one dwelling unit that has a transient rental permit. [Cannon Beach]

## *Sample Language*

### No other uses allowed

No additional occupancy of the residence (with the exception of the property owner and private non-paying guests) shall occur. A residential vacation rental shall only be used for the purposes of occupancy as a vacation rental or as a full time occupied unit. No other use (i.e.: home occupation, temporary event, homestay) shall be allowed on the site. [SLO County]

### Activity Required

Short-term rental permit holders are required to rent their properties on a short-term basis a minimum (average) of sixty (60) days per year. Individual permit holders who do not meet this minimum rental activity may (at the determination of the director) have their renewal denied and/or reviewed by the planning commission at a noticed public hearing. Short-term rental permit holders who utilize their primary residence for short-term rental activities are exempted from this requirement. [St. Helena]

### Inspections Required

At the time of application for a new transient rental permit pursuant to Section 17.70.020(F), or a new vacation home rental permit the dwelling unit shall be subject to inspection by the building official or his designee. The purpose of the inspection is to determine the conformance of the dwelling with the requirements of the Uniform Housing Code, 1988 Edition. Prior to the issuance of the transient rental permit or the vacation home rental permit, the owner of the dwelling unit shall make all necessary alterations to the dwelling required by the building official pursuant to the Uniform Housing Code.

Beginning on July 1, 2005, and each year thereafter, there shall be a reinspection of twenty percent of the dwellings that have a transient rental permit so that, over a five-year period, all dwellings that have a transient rental permit will have been reinspected. A condition of granting the annual transient rental permit, where a dwelling has been reinspected, is that the owner of the dwelling shall make any necessary alterations to the dwelling required by the building official pursuant to the Uniform Housing Code. The required alteration shall be completed within thirty days of the building official notification of the required alterations. A failure to complete the alterations within the specified time period may result in the revocation of the permit pursuant to the procedure of Section 17.77.050(B)(7). [Cannon Beach]

### Guest Registry

The property owner or the designated local representative shall maintain a guest and vehicle register for each tenancy of the transient rental or vacation home rental. The register shall include the names, home addresses and phone numbers of the tenants; the vehicle license plate numbers of all vehicles used by the tenants, and the date of the rental period. The above information must be available for city inspection upon request; failure to maintain or provide the required information constitutes a violation and is grounds for a penalty pursuant to Section 17.77.050. [Cannon Beach]

### Permit Term / Renewal

Each vacation rental permit issued pursuant to this Section shall be subject to an annual permit review. No later than one year after the effective date of the permit, and no earlier than 275 days after the effective date of the permit, the owner shall submit to the Director the annual inspection



### *Sample Language*

fee along with all of the information set forth in this Subsection 17.52.515(H), documented in a form acceptable to the Director. For the purpose of this Subsection, "effective date" is as defined by Subsections 17.52.515(D)(8) and 17.52.515(1); and the first "effective date" of each 2009 Permit shall be April 1, 2016, unless otherwise specifically documented on the 2009 Permit.

[City of Napa]

1. The owner shall pay the annual inspection fee established by City Council resolution based on the City's estimated reasonable costs to perform the annual inspections identified in this Section. The owner shall document compliance with the requirements of Subsection 17.52.515(E)(3).
2. The owner shall document compliance with all requirements of the Business License Ordinance (Chapter 5.04 of this Code).
3. The owner shall document compliance with all requirements of the Transient Occupancy Tax Ordinance (Chapter 3.20, particularly Section 3.20.060, of this Code). The owner shall also document each date on which the vacation rental was rented during the previous term of the permit. If the owner fails to document rentals of at least ten days during the permit term, the Director may determine that the permit is inactive and ineligible for approval of an extended term.
4. The owner shall identify any notice of violation or concern (including any compliance order or citation issued by the City, or any concern or complaint identified by a neighbor) issued for the vacation rental use during the permit term, and shall document how the violation or concern has been addressed. If the Director determines that any past violation or concern has not been adequately addressed, or that a history of past violations is detrimental to the public health, safety, or welfare, the Director may determine that the permit is ineligible for approval of an extended term.
5. The owner shall document that written notice was provided to property owners within 500 feet of the vacation rental unit, with the information required by Subsection 17.52.515(D)(7).

Following an annual permit review (pursuant to Subsection 17.52.515(I-9)):

1. If the Director determines that the permittee is in compliance with all requirements of this Section and the permit, the Director shall provide written notice to the permittee that the permit term is extended for one year, and the notice shall identify the newly established "effective date" of the permit.
2. If the Director determines that the permittee has failed to comply with this Section or the permit, the Director shall either: (a) notice a public hearing of the Planning Commission pursuant to the criteria of Subsection 17.52.515(D)(5), or (b) provide written notice to the permittee that the term of the permit is expired.
3. Upon expiration of any vacation rental permit, it shall be of no further force, validity or effect, and use of the property for transient occupancy purposes shall cease.

### Renewal

Commencing on July 1, 2005, any person who is permitted to engage in the rental of a dwelling for vacation home rental occupancy pursuant to Section 17.77.030(A) shall have obtained a revocable vacation home rental permit before the rental of the dwelling for vacation home rental occupancy. Application for such a permit shall be made upon suitable forms furnished by the city. The permit is valid for one year, or the remainder of the fiscal year in which the permit is issued, and must be renewed annually. Renewal of the permit requires a complete permit application and fee no later than on July 1st for the fiscal year commencing with that date. If a

### *Sample Language*

complete application and applicable fee has not been received by the city by August 1st of the applicable fiscal year, the vacation home rental occupancy of the dwelling unit shall be conclusively presumed to be discontinued and the city shall commence the revocation of the permit pursuant to the procedure described in Section 17.77.050(B)(7). [Cannon Beach]

#### Permit Term / Expiration

The maximum period of time that a person may hold a transient rental permit obtained by means of random selection, as described in subsection F of this section, is five years. At the end of the five-year period, a new a transient rental permit holder will be selected by means of random selection as described in subsection F of this section. [Cannon Beach]

#### Transferability

Zoning Permits shall run with the landowner and shall automatically expire upon sale or transfer of the property. [Sonoma County]

#### Transferability

A vacation home rental permit is issued to a specific owner of a dwelling unit. When the permit holder sells or transfers the real property, the new owner shall apply for and receive a vacation home rental permit before using the dwelling as a vacation home rental. [Cannon Beach]

#### Transferability

Each vacation rental permit issued in accordance with this Section shall be personal to the owner to whom the permit is issued, and no person shall transfer, or attempt to transfer, the permit to any other person, unless the transfer is made in accordance with this Subsection. Any attempt to transfer a vacation rental permit, or use a transferred vacation rental permit, that is not transferred in accordance with this Subsection shall be void, and shall constitute a violation of this Code. [City of Napa]

1. A Hosted Accommodation Vacation rental Permit shall not be transferred by any person.
2. A Non-Hosted Accommodation Vacation Rental Permit may be transferred by the permitted owner to a purchaser of the real property on which the permitted vacation rental unit is located, subject to the conditions set forth in this Subsection. No purchaser shall operate a vacation rental use under the permitted owner's vacation rental permit until after the Director has approved the transfer of the permit in accordance with this subsection.
  - a. Prior to the expiration of the permit, the permitted owner shall submit to the Director a written notice of intent to transfer the permit to the purchaser.
  - b. Prior to the expiration of the permit, the purchaser shall submit to the Director all submittals and fee payments required pursuant to...
  - c. The Director shall evaluate and process the purchaser's application for approval, conditional approval, or denial, in accordance with the criteria set forth in...

#### Transferability

A transient rental permit is issued to a specific owner of a dwelling unit. The transient rental permit shall be revoked when the permit holder sells or transfers the real property which was rented pursuant to the transient rental permit except as provided below. For purposes of this section, "sale or transfer" means any change of ownership during the lifetime of the permit

### *Sample Language*

holder or after the death of the permit holder whether there is consideration or not except a change in ownership where title is held in survivorship with a spouse, or transfers on the owner's death to a trust which benefits only a spouse for the spouse's lifetime, or lifetime transfers between spouses. A permit holder may transfer ownership of the real property to a trustee, a limited liability company, a corporation, a partnership, a limited partnership, a limited liability partnership, or other similar entity and not be subject to permit revocation pursuant to this section so long as the transferor lives and remains the only owner of the entity. Upon the transferor's death or the sale or transfer of his or her interest in the entity to another person, the transient rental permit held by the transferor shall be revoked. [Cannon Beach]

#### Wait List

It is the city's intention to maintain ninety-two transient rental permits. When a transient rental permit is revoked pursuant to subsection E of this section, 17.77.040(A)(1) or 17.77.050, the city will accept a new application for a transient rental permit as follows. The city will maintain a roster of property owners who are interested in obtaining a transient rental permit for their dwelling unit. A property owner may place his or her name on the roster at any time. When an opportunity for a new transient rental permit arises, the city will select a name from the roster by means of a random selection. The person so selected will have one hundred eighty days to obtain a transient rental permit. If the person so selected does not obtain a transient rental permit within one hundred eighty days, a new name will be selected from the roster by random selection. [Cannon Beach]

A person who held a transient rental permit obtained by means of random selection as described in subsection F of this section, may not be considered for a new permit in the next lottery following the end of that permit's five-year period. [Cannon Beach]

#### Wait List (order of consideration)

Applications for ... vacation home rentals shall be considered and acted upon in chronological order from the date the application is received... [Mendocino]

#### Wait List

On or before January 1, 2017, and at least once per calendar year thereafter, the Director shall establish and update, in writing, a waiting list of applicants for a vacation rental permit, and a list of available permits (one set for hosted accommodations, and one set for non-hosted accommodations). [City of Napa]

1. Applicants included on the waiting list will include each application selected pursuant to Subsection 17.52.515(D)(2) for which: (a) a permit was not issued, and (b) the application was not denied pursuant to Subsection 17.52.515(D)(4). The order of applicants on the initial waiting list shall be as set forth in Subsection 17.52.515(D)(2).
2. The list of available permits shall identify the number of permits that are unissued or no longer in effect (based on expiration, termination, or lapse).
3. To the extent there are one or more permits identified on the list of available permits, the Director is authorized to evaluate permit applications, and process the applications for approval, conditional approval, or denial, in accordance with Subsection 17.52.515(D).
4. If the Director determines that additional applications are warranted (based on a comparison of the number of applicants on the waiting list to the list of available permits), the Director shall issue a written notice inviting applications for vacation rental permits, which shall be published and processed in accordance with Subsections

### *Sample Language*

17.52.515(C) and 17.52.515(D). Any applicants selected by the Director in accordance with this Subsections 17.52.515(G)(4) and 17.52.515(D)(2) shall be added to the waiting list beginning with a number higher than the highest number on the waiting list.

#### Complaints

Complaints about possible violations of these standards should first be directed to the local contact person. If the local contact person is unavailable or fails to respond, the complaining party should contact the County Sheriff's Department (Dispatch). Sheriff Dispatch will attempt to reach the local contact person. If Sheriff Dispatch is unable to reach the local contact person because the contact person is not available or because current contact information has not been provided to the Sheriff's Department, the Sheriff's Department shall inform County Code Enforcement staff.

During normal business hours, complaints may also be submitted to County Code Enforcement staff. County staff will attempt to reach the contact person or will visit the property as appropriate. Complaints about alleged violations shall be documented by a County Code Enforcement Officer. County staff shall prepare a written report which describes the nature of the violation, when it occurred and how it came to the attention of County officials. In some cases, a report may also be written by the Sheriff's deputy responding to the complaint. [SLO County]

#### Complaints / Violations

[Palm Springs 5.25.070 Operational requirements and standard conditions]

- (g) The Owner, or his or her agent, shall, upon notification that the responsible person, including any occupant and/or guest of the Vacation Rental unit, has created unreasonable noise or disturbances, engaged in disorderly conduct, or committed violations of provisions of the Municipal Code or any state law, shall promptly respond in a timely and appropriate manner to prevent a recurrence of such conduct by those occupants or guests. For the purpose of this Subsection (g) and Subsection (h) below, the phrase "in a timely manner" shall mean each of the following three components:
- (i) the use of reasonably prudent business practices to contact the Responsible Person within fifteen (15) minutes by telephone for a first incident reported from the Hotline;
  - (ii) in-person contact within forty-five (45) minutes for a first call from the Hotline if contact with the Responsible Person is not made by telephone and for each subsequent or successive incident during a Rental Term;
  - (iii) report back to the Hotline of the disposition and handling of the reported incident within forty-five minutes of each call from the Hotline.

[Note that Responsible Person is defined as: "an occupant of a Vacation Rental who is at least twenty-five (25) years of age and who shall be legally responsible for compliance of all occupants of the unit and/or their guests with all provision of this Chapter and/or this code."]

- (h) Failure of the Owner or his or her agent to respond to calls or complaints regarding the condition, operation, or conduct of occupants of the Vacation Rental in a timely and appropriate manner shall be grounds for imposition of penalties as set forth in this Chapter. It is not intended that the Owner, agent, or local contact person act as a peace officer or place himself or herself in an at-risk situation.

*Sample Language*

- (i) [trash]
- (j) [registration certificate and conditions]
- (k) The Owner shall provide each occupant of a Vacation Rental with the following information prior to occupancy of the unit and/or post such information in a conspicuous place within the unit:
  - (1) The name of the managing agency, agent, rental manager, local contact person, or Owner of the unit, and a telephone number at which that party may be reached on a twenty-four-hour basis;
  - (2) The maximum number of overnight occupants and the maximum number of daytime occupants permitted to stay in the unit;
  - (4) Notification that the amplification of music outside of the dwelling unit or otherwise audible at the property line is a violation of this Chapter;
  - (5) Notification that the occupant may be cited or fined by the City and/or immediately evicted by the Owner pursuant to state law, in addition to any other remedies available by law, for creating a disturbance or for violating other provisions of this Chapter;
  - (6) Notification that failure to conform to the occupancy requirements of the Vacation Rental unit is a violation of this Chapter;
  - (7) A copy of this Chapter of the Palm Springs Municipal Code, as may be amended from time to time.
- (n) The City Manager shall have the authority to impose additional standard conditions, applicable to all Vacation Rental units, as necessary, to achieve the objectives of this Chapter. A list of all such additional standard conditions shall be maintained and on file in the office of the City Clerk and such offices as the City Manager designates.
- (o) Notwithstanding the provisions of Subsection (n) above, upon a determination of good cause, the City Manager may impose additional or special standards or requirements for (1) the determination or placement of properties on the Property Watch List; (2) placement or imposition of special conditions or performance standards for Owners, Owner's Agents, Local Contact Persons, and their affected Vacation Rentals on the Property Watch List; and (3) and removal of a Vacation Rental from the Property Watch List.
- (p) [reasonable accommodation]
- (q) The City Manager shall have the authority to establish administrative rules and regulations consistent with the provisions of this Chapter for the purpose of interpreting, clarifying, carrying out, furthering, and enforcing the requirements and the provisions of this Chapter. A copy of such administrative rules and regulations shall be on file in the Office of the City Clerk.

Violations

[Palm Springs 5.25.090 Violations]

- (a) Any person who uses, or allows the use of, residential property in violation of the provisions in this Chapter is guilty of a misdemeanor for each day in which such residential property is used, or allowed to be used, in violation of this Chapter. Violations are punishable pursuant to Sections 1.01.140 and 1.01.150 and the administrative citation provisions of Chapter 1.06 of the

### *Sample Language*

Municipal Code, except that the fine for a first violation shall be two hundred fifty dollars and each subsequent violation shall be five hundred dollars.

(b) Notwithstanding the provisions of Chapter 1.06, any citation or pre-citation or courtesy notice issued for violations specified in this Section may provide for a reasonable compliance date or time of less than fifteen calendar days but at least thirty minutes from the date or the time the citation or pre-citation notice is given if, due to the nature of the violation, a shorter compliance period is necessary or appropriate, as determined in the reasonable judgment of the city official issuing the citation or notice.

(c) Upon the fourth or subsequent violation in any twenty-four month period, the City Manager may suspend or revoke the Vacation Rental registration certificate for a Vacation Rental unit. The appeal and hearing provisions of Chapter 1.06 shall apply to any revocation or suspension of a permit.

(d) Any person who fails to timely register a Vacation Rental or pay any fee or charge provided in this Chapter within the time required, shall pay a penalty in the amounts established by the City Council by resolution. Such penalty may also include interest from the date on which the fee or charge became due and payable to the City until the date of payment.

(e) The remedies provided for in this Section are in addition to, and not in lieu of, all other legal remedies, criminal or civil, which may be pursued by the City to address any violation of this code or other public nuisance. (Ord. 1848 § 2, 2014; Ord. 1748 § 1, 2008)

#### Violations

It is unlawful for any person to use or allow the use of property in violation of the provisions of this section. The penalties (including fines) and process for addressing a violation of this section are set forth in Chapter 23.10 of this Title (Enforcement). Additional penalties for violation of this section may include revocation of the Zoning Clearance and Business License. Violations that will cause the processing of Zoning Clearance revocation include:

- (1) Failure to notify County staff when the contact person, or contact information, changes.
- (2) Violation of the residential vacation rental tenancy standards as set forth in Subsection d.
- (3) Violation of the residential vacation rental maximum occupancy, parking and noise requirements as set forth in Subsections e, i and j.
- (4) The inability of County staff or the Sheriff's Dispatch to reach a contact person.
- (5) Failure of the local contact person, or property owner, to respond the complaint.

Three verified violations of Subsection o, as determined by a County Planning and Building staff person, within any consecutive six month period, shall be grounds for revocation of the Zoning Clearance. Signed affidavits by members of the community may be used to verify violations. Revocation of the Zoning Clearance shall follow the same procedure used for land use permit revocation as set forth in Section 23.10.160 of the Coastal Zone Land Use Ordinance. The Director of Planning and Building will hold the initial revocation hearing. [SLO County]

#### Violations

It is unlawful for any person to use or allow the use of property in violation of the provisions of this section. The penalties for violation of this section are set forth in Chapter 19.01 SCCC, Enforcement of Land Use Regulations. If more than two documented, significant violations occur within any 12-month period a permit may be reviewed for possible amendment or revocation. Evidence of significant violations includes, but it not limited to, copies of citations, written warnings, or other documentation filed by law enforcement; copies of homeowner association warnings, reprimands, or other association actions; a permit holder providing false or

misleading information on an application or renewal application; evidence of violations of state or County health regulations; evidence that a permit holder is delinquent in payment of transient occupancy taxes, fines or penalties; evidence of non-responsive management or that appropriate signage has not been maintained in compliance with this section; verified neighbor complaints of noise or other disturbances; or other documents which substantiate allegations of significant violations. In the event a permit is revoked based upon a review under this section, no application by the person or entity from whom the permit was revoked shall be filed for a vacation rental permit on the same parcel within two years after the date of revocation, without prior consent of the Board of Supervisors. [Santa Cruz County]

Violations – Revocation

4. In addition to the penalties described in subsections (B)(1) and (B)(3) of this section, the following sanctions will be imposed:

a. For the first two violations within a twenty-four-month period, the sanction shall be a warning notice.

b. For the third violation within a twenty-four-month period, the sanction shall be a suspension of the permit for thirty days.

c. For the fourth violation within a twenty-four-month period, the sanction shall be a suspension of the permit for ninety days.

d. For the fifth violation within a twenty-four-month period, the sanction shall be a suspension of the permit for one hundred eighty days.

e. For the sixth violation within a twenty-four-month period, the penalty shall be a revocation of the permit.

5. The city shall provide the permit holder with a written notice of any violation of subsection (A)(4) of this section that has occurred. If applicable, a copy of the warning notice shall be sent to the local representative.

6. Pursuant to subsections (B)(4)(b) through (d) of this section, the city shall provide the permit holder with a written notice of the permit suspension and the reason for that suspension. The permit holder may appeal the suspension to the city council by filing a letter of appeal with the city manager within twenty days after the date of the mailing of the city manager's order to suspend the permit. The city manager's suspension shall be stayed until the appeal has been determined by the city council. The city council shall conduct a hearing on the appeal within sixty days of the date of the filing of the letter of appeal. At the appeal, the permit holder may present such evidence as may be relevant. At the conclusion of the hearing, based on the evidence it has received, the council may uphold, modify, or overturn the decision of the city manager to suspend the permit based on the evidence it received.

7. Pursuant to subsection (B)(4)(e) of this section, the city shall provide the permit holder with a written notice that it intends to revoke the permit and the reasons for the revocation. The city council shall hold a hearing on the proposed revocation of the permit. At the hearing, the permit holder may present such evidence as may be relevant. At the conclusion of the hearing, based on the evidence it has received, the council may determine not to revoke the permit, attach conditions to the permit, or revoke the permit.

8. A person who has had a transient rental occupancy permit or a vacation home rental permit revoked shall not be permitted to apply for either type of permit at a later date.  
[Cannon Beach]



**ORDINANCE 20##**

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**AN ORDINANCE OF THE CITY OF TRINIDAD  
REPEALING EXISTING SECTION 17.56.190 AND ADDING A NEW SECTION 17.56.190 AND  
AMENDING SECTION 17.56.060 OF TITLE 17 OF THE TRINIDAD MUNICIPAL CODE  
(REPEALING EXISTING SECTION 6.26 AND ADDING A NEW SECTION 6.26 AND  
AMENDING SECTION 6.06 OF THE COASTAL COMMISSION CERTIFIED ZONING  
ORDINANCE), AND AMENDING SECTION 17.56.060 OF THE TRINIDAD MUNICIPAL CODE  
(AMENDING SECTION 6.069 OF THE COASTAL COMMISSION CERTIFIED ZONING  
ORDINANCE)**

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The City Council of the City of Trinidad does hereby ordain as follows:

**ORDINANCE 2016-0#, SECTION 1:**

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There is hereby added to the Trinidad Municipal Code a new Section, Section 17.56.190,  
replacing the existing Section 17.56.190 (and hereby added to the Coastal Commission certified Zoning  
Ordinance a new Section 6.26, replacing the existing Section 6.26), "City of Trinidad Short Term Rental  
Ordinance," which shall read as follows:

Deleted: Vacation Dwelling Unit

**Section 17.56.180 (6.26) Regulations for Short Term Rentals**

Deleted: Vacation Dwelling Units

**Sections:**

17.56.190 (6.26).A	Short Title
17.56.190 (6.26).B	Definitions
17.56.190 (6.26).C	Purpose
17.56.190 (6.26).D	Application Requirements
17.56.190 (6.26).E	Effect on Existing Vacation Dwelling Units
17.56.190 (6.26).F	Location
17.56.190 (6.26).G	Non-Permitted Uses
17.56.190 (6.26).H	STR Standards
17.56.190 (6.26).I	Tourist Occupancy Tax
17.56.190 (6.26).J	Audit
17.56.190 (6.26).K	Dispute Resolution
17.56.190 (6.26).L	Violations—Penalty
17.56.190 (6.26).M	Violations—Revocation
17.56.190 (6.26).N	Ordinance Review

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**17.56.190 (6.26).A Short Title.**

This Section shall be known and may be cited as "City of Trinidad Short Term Rental (STR) Ordinance."

Deleted: Vacation Dwelling Unit  
Ordinance

**17.56.190 (6.26).B Definitions.**

# Dwelling

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City of Trinidad Ordinance 2014-01 – VDU / STR Amendment



A single family dwelling, or a dwelling unit within a duplex or multi-family dwelling, not to include mobile homes in a mobile home park.

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**1. Good Neighbor Brochure.**

Good Neighbor Brochure. "Good Neighbor Brochure" means a document, specific to each STR, prepared by the City and approved by the City Manager that summarizes general rules of conduct, consideration, respect, and potential remedial actions. In particular, the brochure shall include provisions for maximum occupancy and visitors, off-street parking, minimizing noise, establishing quiet hours, minimizing disturbance to neighbors and environmentally sensitive habitat areas, and penalties for violations.

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**2. Event.**

"Event" means any use of a structure or land for a limited period of time. "Event" includes, but is not limited to, art shows, religious revivals, tent camps, concerts, fundraisers, and weddings or receptions. "Event" does not include small parties and social gatherings, of no more than the maximum allowed occupancy, consistent with normal residential use.

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**#. Existing STR.**

An STR that had a valid VDU license as of the effective date of this ordinance.

**3. Occupant.**

"Occupant" within this Section means a person, not a host, owner, guest or tenant, renting or occupying an STR in accordance with this section and staying overnight therein. As used in this Section, "occupant" does not include children aged 5 or under.

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**#. Responsible Person.**

Means the occupant of an STR who is at least twenty-five (25) years of age and who shall be legally responsible for compliance of all occupants of the STR and / or visitors with all provisions of this Section.

**4. Transient Use.**

"Transient use" means any contractual use of a structure or portion thereof for residential, dwelling or sleeping purposes, for any period of time which is less than 30 consecutive days.

**#. Short Term Rental (STR)**

"Short Term Rental" (STR) means a rental of any dwelling unit, in whole or in part, within the City of Trinidad, to any person(s) for transient use, other than (1) a permitted bed and breakfast (2) ongoing month-to-month tenancy granted to the same renter for the same unit, (3) one less-than-30-day rental per year, or (4) a house exchange for which there is no payment.

**#. STR Watch List**

"STR Watch List" means one or more Short Term Rentals that the City Manager has identified on the basis of good cause as STRs that warrant a higher level of oversight, scrutiny, review, or monitoring.

**6. Visitor.**

"Visitor" means someone staying temporarily at a STR, such as guests of occupants, but that is not an "occupant" and not staying at the STR overnight.

**17.56.190 (6.26).C**

**Purpose.**

The purpose of this Section is to provide for the renting of single- and multi-family dwellings, and accessory dwelling units, for periods of thirty consecutive days or less, as transient visitor accommodations, consistent with all other provisions of the General Plan and Zoning Ordinance, and to ensure that Short Term Rentals are compatible with surrounding residential and other uses and will not act to harm or alter the neighborhoods within which they are located.

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**17.56.190 (6.26).D**

**Application Requirements.**

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## 1. Initial Application.

a. Each STR must procure an STR License. A VDU License issued pursuant to this Section shall also serve as a business license for rental activity pursuant to Chapter 5.04 of the Trinidad Municipal Code. The STR License shall identify the existence of an STR at a particular address and declare the number of bedrooms in the STR and its intended maximum occupancy.

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b. A site plan and floor plan must be submitted along with the STR License application so the City can verify the number of bedrooms, off-street parking spaces, and other requirements. The site plan and floor plan do not have to be professionally prepared, but must be to scale and include enough information to verify compliance. A sample rental agreement that addresses the requirements of this Chapter and includes any forms as required by the City Manager shall also be provided.

c. At the time of application for a new STR, the dwelling shall be subject to inspection by the building official. The purpose of the inspection is to determine the conformance of the dwelling with applicable City regulation. Prior to the issuance of the STR license, the owner of the dwelling shall make all necessary alterations to the dwelling as required by the Building Inspector to conform with applicable codes. This does not mean that the dwelling has to be brought into conformance with current building codes unless, in the opinion of the Building Inspector, the work is necessary to protect public health and safety.

d. Each application for an STR License shall be accompanied with proof of a general liability insurance in the amount of one million dollars combined single. In addition, the applicant shall sign an acknowledgement that they will operate the STR in accordance with all applicable rules and regulations, including this section, and that they can be held responsible for the behavior of their occupants and visitors in accordance with this Section.

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e. An initial STR License Fee, as set by resolution of the City Council, will be charged for the first year of each STR's operation.

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f. ~~Each STR~~ all property owners within 300 feet of an STR property of the STR License within 10 working days of its issuance or re-issuance. This notice may be combined with the required 24-hour emergency contact phone number notice required in subsection 3.b below. STR License information, including license number, address, maximum occupancy and 24-hour contact, will be posted on the City's website.

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g. Upon initial application for an STR License, the City shall provide all STR licensees with copies of informational materials identifying protective measures for preventing and minimizing impacts to environmentally sensitive habitat areas, water resources, and septic systems from the vacation rental use of the residences. Such protective measures include, but not limited to: (1) avoiding human encroachment into environmentally sensitive habitat areas; (2) directing or screening exterior lighting from illuminating riparian corridor areas; and (3) best management practices for the proper handling and disposal of trash and chlorinated water from hot tubs, swimming pools, and other spa facilities.

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## 2. STR License Renewals.

STR licenses shall be renewed annually. Renewals must be submitted by February 1. New STRs that received a license after October 1 do not need to renew their license until the February after the license has been in place for a year. The fee for annual renewals for subsequent years shall be set by resolution of the City Council. Any changes to the site plan, floor plan, allowable occupancy, or rental agreement shall be submitted along with the license renewal application. Existing STRs that have not have an initial inspection as required by §17.56.190.D.1.c will be subject to such an inspection.

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Although the renewal process includes a staff review of City records and other pertinent information specific to complaints, if any, that have been received about the particular STR, it is the intention of the City of Trinidad that there is a presumption that an application for renewal of an STR License for an existing STR will be approved as long as all applicable standards are still met unless or until such time as the permit is revoked pursuant to §17.56.190.L (violations) or 17.56.190.H.12 (license activity

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requirement) or until the STR license expires pursuant to 17.56.190.D.3 (property transfer) or if it is voluntarily withdrawn.

*(This section mentions staff review of complaints as part of the renewal process. This should probably have more detail if that is to be the case, such as if a property has had over a certain number of complaints, only a provisional license will be granted. There is more discussion of provisional licenses or a license watch list in the violations and enforcement section.)*

### 3. Initial License UR Zone Lottery.

After a \_\_\_\_\_ amortization period, all existing STRs within the UR Zone will be subject to a lottery in order to bring the number down to the established cap. All existing STRs within the UR zone shall be allowed to participate in the lottery. The City shall draw the first STR at random, and that owner shall be allowed to renew their STR license in accordance with this section. After that, the City will continue to draw STRs at random until the cap is met. If an STR is drawn and it does not meet the buffer, as required by §17.56.190.G, from another STR that has already been drawn, then the owner will not be allowed to renew that STR license and another name will be drawn. This process shall continue until the cap is met or there are no more names to draw. Once all the names are drawn, those that did not meet the buffer requirement shall be allowed to apply for (an exception) in the order in which their STRs were drawn.

*(Since only the UR zone has a cap that is less than the existing number of STRs, this section would only apply to the UR zone. I did not worry too much about the exact language at this time, which probably needs some tweaking, particularly if the lottery will be staggered.)*

### #. License Transferability.

STR Licenses shall run with the landowner and shall automatically expire upon sale or transfer of the property, except that a one-time transfer between spouses, children or a family trust is allowed.

### #. Application Wait List & Lottery.

It is the City's intention to maintain 19 STR Licenses in the UR Zone and 6 in the SR Zone. When an STR license becomes available in one of those zones, the City will hold a lottery to allocate that STR License. The City will maintain a waiting list, for each zone, of property owners who are interested in obtaining a STR License for their dwelling unit. A property owner may place his or her name on the waiting list at any time, but only once per property. The City will randomly draw a name from the waiting list for the appropriate zone. If the property meets the UR zone buffer restriction that owner will have 45 days to submit a complete STR License application, along with any other associated permit applications (Use Permit, QWTS Operating Permit, etc.). If the property does not meet the UR zone buffer restriction, or if the person so selected does not obtain a STR License within 180 days, the City will draw another name from the waiting list for that zone.

### #. Contact Information.

#### a. Local Contact Person.

Each STR must designate a local contact person on the STR License form. That person may be either the owner or the property manager, and that person must live within 20 miles of Trinidad and be able to respond personally to an emergency within 30 minutes.

*(Should the local contact person and 24-hour emergency contact be required to be the same? What is the difference between these? They both respond to emergencies.)*

#### b. 24-Hour Emergency Contact Phone Number.

A 24-hour emergency contact phone number is required for each STR. The 24-hour emergency contact phone number shall be prominently placed for the occupants' use inside the STR. Any change to the emergency contact number shall be promptly provided to the Trinidad City Clerk and posted within the STR.

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The emergency contact phone number will be forwarded by the City Clerk to the Trinidad Police Department, the County Sheriff's Office, the Trinidad Volunteer Fire Department, and to each neighbor within 300 feet of the STR within 10 business days after the issuance or reissuance of an STR License for the STR.

The emergency contact information sent to neighbors may include further instructions in the case that a response from the 24-hour emergency contact number is not forthcoming. If there is an emergency or complaint, and the emergency contact person does not respond within a reasonable period of time, concerned persons will be encouraged to report an emergency through the 911 emergency calling system or the Police or Sheriff's Department for other complaints. It is unlawful to make a false report or complaint regarding activities associated with a STR.

#### 17.56.190 (6.26).E Maximum Number of Short Term Rentals

In order to preserve community character and an appropriate balance of residential, commercial and visitor-serving uses, the total number of STR permits issued by the City pursuant to this Section shall not exceed 19 in the UR Zone and 6 in the SR Zone.

#### 17.56.190 (6.26).F Effect on Existing Vacation Dwelling Units.

Existing STRs, in excess of the number allowed in §17.56.190.E, or that do not meet the minimum distance between STRs in the UR zone as required by §17.56.190.G, that hold a valid STR license issued by the City, shall be allowed to continue to operate under that STR license as long as the permit is renewed in accordance with §17.56.190.D.2 unless or until such time as the permit is revoked pursuant to §17.56.190.L (violations) or 17.56.190.H.12 (minimum license activity requirement) or until the STR license expires pursuant to 17.56.190.D.3 (property transfer).

#### 17.56.190 (6.26).G Location.

STR's are permitted only in legally established dwelling units within any zoning district. Each separate STR must obtain its own, individual STR License. There shall be no more than one STR per parcel unless a ~~Use Permit~~ is approved by the Planning Commission.

No new STR within the UR zone shall be located within 100 feet from another existing STR. Distances shall be measured from the closest property line of the existing STR, to the closest property line of the property containing the proposed STR. This location standard can be modified through Planning Commission approval of a ~~Use Permit~~.

*(Note that these location exceptions are the only added exceptions in the ordinance. The only existing one was for parking. These exceptions will allow for the continued (or new) use of VDUs that are not causing problems but don't meet these new requirements. The use permit findings work well for VDUs since they focus on neighborhood compatibility and address issue of noise, traffic, lighting, etc. However, if licenses will be limited to 5 years and not transferable, then a new type of special permit will likely have to be created, because use permits legally run with the land.)*

#### 17.56.190 (6.26).H Non-Permitted Uses.

No additional occupancy of the dwelling (with the exception of the property owner and private, non-paying guests) shall occur. An STR shall only be used for the purposes of occupancy as an STR or as a full-time occupied unit. No other use (e.g. home occupation, temporary event, homestay, etc.) shall be allowed on the site.

#### 17.56.190 (6.26).H STR Standards

All STRs will be required to meet the following standards:

##### 1. Number of Occupants.

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The maximum number of occupants allowed in an STR shall not exceed two persons per bedroom plus an additional two persons (e.g., a two-bedroom STR may have six occupants), ~~less any residents, tenants, hosts or caretakers.~~ Except that in the Suburban Residential Zone, if the STR has a total floor area that exceeds 800 square feet per bedroom, then for each additional 500 square feet of floor area above this total, one additional occupant may be allowed, up to a maximum of two additional occupants. ~~On properties that do not meet the minimum distance restriction of §1756.190.G, the maximum number of occupants allowed is two (2) persons per bedroom.~~ Where it can be determined based on the Humboldt County Division of Environmental Health permit or file information or an actual inspection of the system, the number of bedrooms will be based on the design capacity of the septic system.

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## 2. Off-Street Parking.

An STR must provide at least one off-street parking space for every two occupants allowed in the STR pursuant to Section 17.56.190 (6.26).H.1. The off-street parking space/s shall be entirely on the STR property. STR owner/operators shall not use public right-of-way (street) spaces to meet their required off-street parking needs. Off-street parking spaces will not be located on the septic system unless it is designed and rated for traffic in a manner that will not compromise the functioning of the septic system. STRs that were previously granted a parking exception by the City may continue to operate under that exception for the term of their permit. Occupants will be required to utilize onsite parking prior to utilizing offsite and on-street parking as part of the rental contract but are not allowed to park onsite in undesignated parking spaces. Occupants and visitors shall be encouraged to not take up all of the available street parking of adjacent and nearby properties.

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*(Note that the intent of these additions is to minimize parking impacts, but the second part would not be enforceable.)*

## #. Guest Registry

The STR owner or manager shall maintain an occupant and vehicle register for each tenancy of the STR. The register shall include the names, and vehicle license plate numbers for all occupants as well as the dates of the rental period. The guest registry must be available for City inspection upon request.

*(I don't know if this is really a standard, or if it should be in another section, such as licensing.)*

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## 3. Water Use.

To prevent overloading of septic systems, each STR shall be operated in a manner to ensure that the occupancy and use of an STR shall not result in annual domestic water use greater than that associated with the non-STR use of the residence based on an average daily consumption of 150 gallons per bedroom (7,324 cubic feet per year per bedroom) with a 30% allowance for landscaping above the design flow.

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Where it can be determined based on the Humboldt County Division of Environmental Health permit or file information or an actual inspection of the system, the number of bedrooms will be based on the design of the septic system. Annual water use records will be kept on file along with the STR License and application materials to allow for verification that the STR water use did not exceed allowable volumes as described above.

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If the City determines that the STR use has exceeded the appropriate average annual water usage, as described above, during the preceding year, the STR owner/operator shall take constructive measures to reduce water use. Adaptive measures include, but are not limited to: (a) installing water conservation fixtures and appliances; (b) planting xerophytic landscaping; and/or (c) reducing the maximum occupancy of the STR.

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## 4. Septic System.

Each STR's owner or property manager must provide proof that the septic system for the structure in which the STR is located is functioning properly and in conformance with all federal, state, and local

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regulations. Information on the appropriate use of a septic system, in a form approved by the City, shall be posted in each bathroom in the STR and the kitchen.

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#### 5. Appearance and Visibility.

The outside appearance of the STR structure shall not change the residential character of the structure by the use of colors, materials, lighting, or signage (except as allowed by Section 17.56.160 (6.16)). The STR shall not create any noise, glare, flashing lights, vibrations, or odors that are not commonly experienced in residential areas or that would unreasonably interfere with the quiet use and enjoyment of any other residence or business in the area.

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#### 6. Signs.

A single sign, legible from the property's street frontage, and no greater than 3 square feet in size may be attached to the STR structure or placed immediately adjacent to the front of the STR structure. The purpose of the sign is to notify the public that the structure is or contains an STR. The sign must provide a 24-hour emergency telephone contact number for complaints, and a business telephone number for persons seeking information on the STR. The signage shall comply with all applicable standards of the Zoning Ordinance's sign regulations.

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#### 7. Trash.

Trash and refuse shall not be left stored within public view, except in proper containers for the purposes of collection. There shall be no accumulation or storage of trash and / or debris on the site or within the STR.

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#### 8. Visitors.

The number of visitors to an STR shall be limited to not more than the allowable occupancy of the STR at any time. For example, if the maximum occupancy is 6, then no more than 6 visitors are allowed. Visitors are not allowed in the STR between 11 p.m. and 7 a.m. and shall not stay overnight on the premises. Regardless of the allowable occupancy, there shall be no more than 20 combined occupants and visitors on the premises at any time.

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#### 9. Noise.

Occupants of STR properties and visitors shall not generate noise such that it would unreasonably interfere with the quiet use and enjoyment of any other residence or business in the area. Any noise occurring after 10:00 pm and before 8:00 am should be contained within the STR and shall not be able to be heard by or offend any adjacent neighbors. What is reasonable in terms of noise generated shall be determined under existing legal standards applicable to evaluating alleged nuisances.

#### 10. Traffic.

Vehicles used and traffic generated by the STR shall not exceed normal residential levels or unreasonably interfere with the quiet use and enjoyment of any other residences or businesses in the area. What is reasonable in terms of traffic generated shall be determined under existing legal standards applicable to evaluating alleged nuisances.

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#### 11. Tenancy.

The rental of an STR shall not be for less than two successive nights.

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#### 12. Minimum Activity.

STRs shall be rented for a minimum of 60 nights per year in order to maintain an STR License. If the STR owner / manager fails to document rentals of at least 60 nights per year, the City Manager may determine that license is inactive and ineligible for renewal.

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(This requirement could go here or up in the license process section)

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#### 13. Good Neighbor Brochure.

Prior to occupancy pursuant to each separate occasion of rental of an STR, the owner or the owner's agent shall provide a copy of the Good Neighbor Brochure to the occupants and shall post the Good Neighbor Brochure in a clearly visible location within the STR.

#### 14. Emergency Preparedness.

Information regarding local hazards, such as earthquakes and ocean related hazards, in a form approved by the City, shall be posted within the vacation rental in an easily seen location, such as the entry or kitchen area. In particular, information regarding regular testing of the tsunami siren, the Volunteer Fire Department siren and real emergencies shall be included.

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#### ##. Transmittal of Rules

Prior to rental of an STR, the Responsible Person shall be provided with a list of rules and responsibilities, in a form approved by the City Manager. The Responsible Person shall initial each rule indicating that they have read it and sign an acknowledgement that infractions will not be tolerated and if any rules are broken, occupants can be fined by the City, lose their security deposit and / or be evicted. In addition, the STR owner or manager shall meet at least one occupant on the day of their arrival in order to ensure that the rules are understood, and that the occupants have represented themselves correctly.

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*(Note that the idea of security deposits will have to be reviewed by the City Attorney and probably more added to the violations section to implement it.)*

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#### ##. Administrative Standards and Rules

(a) The City Manager shall have the authority to impose additional standard conditions, applicable to all Short Terms Rentals, or Types, as necessary, to achieve the objectives of this Section. A list of all such additional standard conditions shall be maintained and on file in the office of the City Clerk and such offices as the City Manager designates.

(b) The City Manager shall have the authority to establish administrative rules and regulations consistent with the provisions of this Section for the purpose of interpreting, clarifying, carrying out, furthering, and enforcing the requirements and the provisions of this Chapter. A copy of such administrative rules and regulations shall be on file in the Office of the City Clerk.

#### ##. Property Watch List

Notwithstanding the provisions of Subsection (##) above, upon a determination of good cause, the City Manager may impose additional or special standards or requirements for (1) the determination or placement of properties on the Property Watch List; (2) placement or imposition of special conditions or performance standards for Owners, Owner's Agents, Local Contact Persons, and their affected STRs on the Property Watch List; and (3) and removal of an STR from the Property Watch List.

#### 17.56.190 (6.26).I Tourist Occupancy Tax.

The letting, leasing, or other contractual use of an STR is subject to a Tourist Occupancy Tax ("TOT") and any other mandated taxes. Each STR owner and/or manager shall meet all of the requirements of the City with respect to registration of TOT collectors, and the collection, recordkeeping, reporting and remittances of applicable TOT.

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#### 17.56.190 (6.26).J Audit & Inspection

Each owner and agent or representative of any owner shall provide access to each STR for inspection and any records related to the use and occupancy of the STR to the City at any time during normal business hours, for the purpose of inspection or audit to determine that the objectives and conditions of this Section are being fulfilled.

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#### 17.56.190 (6.26).K Dispute Resolution.

By accepting an STR License, STR owners agree to engage in dispute resolution and act in good faith to resolve disputes with neighbors arising from the use of a dwelling as an STR. Unless an alternative dispute resolution entity is agreed to by all parties involved, dispute resolution should be conducted through Humboldt Mediation Services.

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#### 17.56.190 (6.26).L Violations

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## 1. Penalty

Violations of this Section are punishable as either infractions or misdemeanors, pursuant to the provisions of Section 17.76.050 (7.20) [the referenced section could also use a possible amendment] of the Zoning Ordinance. Each separate day in which a violation exists may be considered a separate violation. The City of Trinidad can also enforce these STR regulations by way of nuisance abatement action. Enforcement by way of a nuisance action shall be discretionary and shall only occur upon a lawful vote of the Trinidad City Council to prosecute the matter as a civil nuisance action.

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## 2. Revocation

If the STR owner or property manager is deemed by City staff to be negligent in responding to an complaint more than two times in a 12-month period, or if more than two documented, significant violations, defined below, occur in any 12-month period, the STR License may be revoked. No revocation shall occur unless decided by a lawful majority vote of the Trinidad City Council and after written notice, served by first class mail, of at least 21 days was given to the owner of record and the local contact person as set forth in the STR application. Revocation may be temporary or permanent depending on the nature and number of the violations.

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Complaint as used in this subsection means the need or requirement to contact the Local Contact Person to rectify a situation that is disturbing to a neighbor or resident. Complaints, and their resolution, must be reported to the City Clerk's office by the Local Contact Person within two business days of being received.

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As used in this subsection, significant violation is a situation where the Local Contact Person is either unable to unwilling to rectify the situation within a timely manner, and / or when public safety personnel must be called to assist in resolving the situation. Examples of significant violations include, but are not limited to:

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(i) Failure of the local contact person, owner or manager to respond to a complaint within a timely manner (timely manner may need to be defined)

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(ii) The inability of City staff or the Sheriff's Dispatch to reach a contact person.

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(#) Failure to maintain or provide the required guest registry.

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(iii) Violation of the STR maximum occupancy, parking, noise and other requirements as set forth in Section 17.56.190.H.

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(iv) Failure to notify City staff when the contact person or contact information changes.

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(v) Failure to pay fees or TOT in accordance with this Section.

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(vi) Providing false or misleading information on an STR License application or other documentation as required by this Section.

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(vii) Violations of state or County, or City health regulations

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Examples of acceptable documentation of significant violations include, but are not limited to:

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(i) Copies of citations, written warnings or other documentation filed by law enforcement.

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(ii) City file information.

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(iii) Advertisements for the STR

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(iv) Signed affidavits and / or photographic evidence from neighbors or other witnesses

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(v) Other documents which substantiate allegations of significant violations.

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# The City Manager shall have the authority to determine what constitutes a significant violation, as necessary, to achieve the objectives of this Section. A list of all such additional significant violations shall be maintained and on file in the office of the City Clerk and such offices as the City Manager designates.

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3. It is unlawful to make a false report to law enforcement regarding activities associated with vacation rentals.

## 17.56.190 (6.26).M

### Ordinance Review

This ordinance shall be reviewed by the Planning Commission within two years after its certification, and periodically thereafter, to ensure that it is meeting the needs of the community.



**ORDINANCE 2016-##, SECTION 2:**

Revise Chapter 17.56, Section 17.56.060, Home Occupations, (Article 6, Section 6.06, Home Occupations) to read, in context, as follows:

**17.56.060 Home occupations.**

Home occupations, including but not limited to sewing, music studios, art studios, home and health care product distributors, bookkeeping, rooming and boarding, of not more than two persons, including tourists, shall be permitted as an accessory use to any dwelling subject to the following conditions:...

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Each individual operating a VDU existing at the time the VDU Ordinance is adopted, including those currently holding a valid Trinidad Business License, shall be subject to the requirements of this Section of the Zoning Ordinance upon its adoption. The owner of an existing VDU which does not meet the requirements of this Section will not be issued a VDU License and shall not use the VDU structure for VDU purposes.

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VDU's

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Special Environment, Suburban Residential, Urban Residential, and Planned Development

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VDUs are also permitted in a legally established Accessory Dwelling Unit subject to meeting the requirements of this Section.

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There shall be no permitted use of the VDU structure other than occupancy for dwelling, lodging, or sleeping purposes. Use for commercial events or events which are not hosted by the VDU's property owner are not permitted.

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## **DISCUSSION AGENDA ITEM 2**

**SUPPORTING DOCUMENTATION FOLLOWS WITH:    20 PAGES**

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2. Discussion/Decision regarding Rehnman Appeal of the City Manager's "Significant Violation" Determination made against a VDU on Ocean Avenue

## DISCUSSION AGENDA ITEM

Wednesday, August 10, 2016

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**Item:** Discussion / Decision regarding Reinman Appeal of 'Significant Violation' Determination: Appeal of the City Manager's determination that a significant violation occurred at a VDU at 461 Ocean Ave. on March 11 and 12, 2016

**Background Information:** Information regarding the incident and the City Manager's determination can be found in the attached Planning Commission packet and in the appeal of the Planning Commission decision filed by Mr. Reinman.

Section 17.72.100 of the Zoning Ordinance allows affected parties to appeal staff determinations to the Planning Commission within 10 working days of being notified of the decision. Likewise, the Planning Commission's action in this matter was appealable to the City Council. The Planning took action to unanimously deny the appeal and uphold the City Manager's determination on June 15, 2016. Mr. Reinman filed an appeal of the Planning Commission's decision on July 01 2016. The Planning Commission's motion for denying the appeal was as follows:

***Motion (Scott/Poulton)*** that based on based on the application materials and information and findings included in the Staff Report, and based on public testimony, I vote to uphold the City Manager's determination.

***Passed (5-0). Passed unanimously.***

**Staff Recommendation:** Review the background information, receive public comment and discuss the appeal. Staff recommends upholding the Planning Commission decision and denying the appeal. This action will result in a 'significant violation' being logged against the VDU involved.

## City of Trinidad

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**From:** Mike Reinman [mgmt@redwoodcoastvacationrentals.com]

**Sent:** Friday, July 01, 2016 10:25 AM

**To:** City of Trinidad

**Subject:** Fwd: A quick question about your stay at the Seaside Cottage in Trinidad in March

Please include this as testimony to the city council in regards to the city manager's significant violation allegation of 461 Ocean Ave on March 11th.

Regards,

Mike Reinman, General Manager (707) 496-8746

Reservationist (707) 834-6555

[www.RedwoodCoastVacationRentals.com](http://www.RedwoodCoastVacationRentals.com)

----- Forwarded message -----

**From:** Sharon Tebbe <tebbesharon@yahoo.com>

**Date:** Fri, Jul 1, 2016 at 6:11 AM

**Subject:** Re: A quick question about your stay at the Seaside Cottage in Trinidad in March

**To:** Mike Reinman <mgmt@redwoodcoastvacationrentals.com>

Mike,

During my stay at Seaside cottage, I experienced no loud noise, parties, or music. It was very quiet and lovely.

Best Sharon Tebbe

On Jun 29, 2016, at 4:05 PM, Mike Reinman <mgmt@redwoodcoastvacationrentals.com> wrote:

Hi Sharon,

You had stayed with us back in March. During that stay, on March 11th, one of the neighbors made a complaint to the city about the weekend guests of the home that was in front of yours. Can you tell me of your experience that night as well? If so, would you be willing to write a very brief email stating that to the following email address, and copying me on it?

[cityclerk@trinidad.ca.gov](mailto:cityclerk@trinidad.ca.gov)

Ty very much for any help you can give.

Regards,

Mike Reinman, General Manager (707) 496-8746

Reservationist (707) 834-6555

[www.RedwoodCoastVacationRentals.com](http://www.RedwoodCoastVacationRentals.com)

7/5/2016

## City of Trinidad

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**From:** Mike Reinman [mgmt@redwoodcoastvacationrentals.com]  
**Sent:** Friday, July 01, 2016 10:21 AM  
**To:** City of Trinidad  
**Subject:** can you please forward that testimonial email from robert gale to the city council?  
we are appealing it to the city council

Regards,

Mike Reinman, General Manager (707) 496-8746  
Reservationist (707) 834-6555  
[www.RedwoodCoastVacationRentals.com](http://www.RedwoodCoastVacationRentals.com)

7/5/2016



## City of Trinidad

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**From:** Robert Gale [robgalergc@gmail.com]  
**Sent:** Friday, July 01, 2016 10:11 AM  
**To:** cityclerk@trinidad.ca.gov  
**Subject:** Vacation Rental 461 Ocean Ave - March 11, Trinidad

To whom it may concern,

This letter is in regards to an alleged incident to have taken place on March 11 at 461 Ocean Ave. in Trinidad.

To reiterate, the house was rented for, and occupied by, military veterans with recognized medical conditions like PTSD and traumatic brain injury, and amputations. They came to Humboldt for a Vacation and Retreat. They came from all over the west coast, as far away as Seattle and Fresno. As is often the case, arriving into Humboldt by car, plane, bus or otherwise can often be delayed, even with the best of intentions. Without intending, the house at 461 Ocean Ave became the defacto meeting spot, as two of the higher ranking members were staying there. We had a total of 3 houses rented for that weekend, as well as local residents housing Veterans. People arrived at the house as late as 11 pm and midnight, then relocated to other locations to sleep. There was no party or events at any of the rental houses, and not at the 461 Ocean Ave. The Veterans do not allow alcohol at their gatherings, and this was no exception. It was an alcohol free weekend. There was no party of any kind. Voices carry, so even walking in and out of a vehicle in a quiet neighborhood with folks talking that hadn't seen each other in days, weeks, months, and time, can be heard at night. The only dog that arrived with the Veterans is a licensed and trained service dog and wears a jacket designating so and a harness for a leash to be easily clipped. The dog is trained to stay and the owners side and walk with them.

I can't imagine what else I can say, or add, but I'm willing to speak to concerned parties. I am the person that arranged the housing, and invited Veterans from around the west coast to visit Humboldt County. I will not subject them to this inquiry or this relentless pursuit of how many people that fought and risked their lives and well being for this country slept in a particular little house in Trinidad. They have given enough. I would be absolutely embarrassed as an American and a tax paying resident of Humboldt County to inform these Veterans that their stay is being so vehemently questioned, attacked and interrogated by a small community that quite frankly is reliant on tourism. So to be clear, I will address any further question. And I will not provide any contact information for any of the Veterans or locals that housed them.

Best Regards,

Robert J. Gale

707-223-4551



## MEMORANDUM

**TO:** Trinidad Planning Commission  
**FROM:** Trever Parker, City Planner  
**DATE:** June 10, 2016  
**RE:** Reinman Appeal

Mike Reinman is appealing the City's Manager's determination that a significant violation occurred at a VDU that he manages located at 461 Ocean Ave. The incident took place the weekend of March 11 and 12. There were complaints from two neighbors filed with the City that describe the incident in detail, which have been included in the packet. The City Manager's letter to Mike Reinman and property owner dated May 9, 2016 explain the reasons for his determination that what occurred was a significant violation of the VDU ordinance. Note that the appellant did not provide materials for the packet, but will likely provide something at or prior to the meeting.

Section 17.72.100 of the Zoning Ordinance allows affected parties to appeal staff determinations to the Planning Commission within 10 working days of being notified of the decision. Mike Reinman filed an appeal on May 20, 2016. Likewise, the Planning Commission's action in this matter will be appealable to the City Council.

The existing ordinance does not provide a lot of guidance as to what is a significant violation; it is only mentioned in the ordinance in one subsection. But it does allow a VDU license to be revoked if a property has more than two significant violations in a year. This incident would be the first significant violation for this property. Based on the existing ordinance, the Planning Commission will have to decide either: 1) it agrees with the City Manager's decision and then deny the appeal; or 2) if the Planning Commission agrees with the appellant, then the appeal would be upheld and the City Manager's determination nullified. The existing ordinance language, from §17.56.190.L.2 (Violations) is below:

### 2. Revocation

If the VDU owner or property manager is deemed by City staff to be negligent in responding to an emergency situation more than two times in a 12-month period, or if more than two documented, significant violations occur in any 12-month period, the VDU License may be revoked. Documented, significant violations include, but are not limited to, copies of citations, written warnings, or other documentation filed by law enforcement. No revocation shall occur unless decided by a lawful majority vote of the Trinidad City Council and after written notice, served by first class mail, of at least 21 days was given to the owner of record and the local contact person as set forth in the VDU application. Revocation may be temporary or permanent depending on the nature and number of the violations.

**MINUTES OF THE MONTHLY MEETING OF THE**  
**TRINIDAD PLANNING COMMISSION**  
**WEDNESDAY, June 15th, 2016**

**I. CALL TO ORDER/ROLL CALL (6:00pm)**

Commissioners Present: Johnson, Pinske, Poulton, Scott, Stockness

Commissioners Absent: none

Staff: Dan Berman, City Manager; Andy Stunich, City Attorney; Parker; Caldwell

**II. APPROVAL OF MINUTES**

*May 18, 2016*

***Motion (Poulton/Johnson) to approve the minutes as submitted.*** Commissioner Stockness was absent from that meeting and did not vote.

***Passed unanimously (4-0).***

**III. APPROVAL OF AGENDA**

***Motion (Stockness/Johnson) to approve the agenda.***

***Passed unanimously (5-0).***

**IV. ITEMS FROM THE FLOOR**

None.

**V. AGENDA ITEMS**

- 1. Reinman Appeal of 'Significant Violation' Determination:** Appeal to the City Manager's determination that a significant violation occurred at a VDU at 461 Ocean Ave. on March 11 & 12, 2016.

*Commissioner Comments & Questions*

Commissioner Johnson gets further clarification from City Manager Berman about the history of this violation and whether there are further issues to resolve. City Manager Berman states that he and M. Reinman have talked a number of times to try to resolve this issue. The heart of the complaints have been late night arrivals and the number of people at the VDU. There hasn't been an agreement of a solution, but there should be a process for the property manager to prevent guests from showing up late en masse.

*Public Comment*

Portions of a letter from K. Lake (435 Ocean) are read into the record; portions of the letter that do not relate directly to the incident under appeal are not read, but are part of the record. The letter refers to the lack of a complaint system, her fearfulness of the situation, and neighbor issues being minimized. This incident has given her anxiety and affected her quality of life.

Commissioner Pinske reads a letter from Do. Cox (436 Ocean) regarding the significance of the violation, and what a disturbance this incident was to the neighborhood.

T. Davies (435 Ocean) emphasizes that the number of people at the VDU was too high, not just one night, but two. There were people walking around early in the morning as well as late at night,

and he saw them with bags. This was supposedly a senior veterans event but was actually a group called Warriors for Weed, which the manager knew about. His story is similar to D. Cox's though the property manager's story changes. He agrees with the City Manager's decision. This situation was mismanaged and there is no reason to not uphold it as a significant violation.

B. Brisker (Westhaven) reads a letter he is submitting for public comment. There have been repeated violations by the management company Redwood Coast Vacation Rentals (RCVR), and there needs to be consequences. He advocates for disincentivizing violations and suggests a schedule of fines. The City Staff's time should be paid for by the violator. There should be recourse for even two violations.

L. Farrar (433 Ewing) applauds B. Brisker's ideas. She also thinks that past incidences should be taken into account.

P. Morales (864 Edwards) agrees with T. Davies and the letters read into the record.

S. Rotwein (53 N. Westhaven) sympathizes with K. Lake because people near Hidden Creek RV Park also live in fear, but because of murders and assaults. The City is clearly struggling with law enforcement issues. There should also be some neighborhood mediation. Using the existing Ordinance, the City should offer mediation services for Ocean Street owners and manager so everyone can come together and move forward with real solutions.

A. Grau (433 Ewing) thinks that violations by owners or managers with multiple properties should be cumulative and not per individual VDU.

*Statements from the parties to the Appeal*

City Manager Berman recaps the events leading to the significant violation determination:

- He was not present, but had conversations with several involved parties. He spoke with R. Gale who booked the VDU and admitted he had underbooked for the number of guests; once he realized the mistake, he worked with RCVR to find additional spaces, but too many people stayed the night at the VDU.
- City Manager Berman sent a violation letter out based on the number of people R. Gale had originally stated had stayed the night at the VDU.
- Then R. Gale recanted his story, stating that more than the allowable number of occupants stayed overnight, so City Manager Berman revised his letter.
- However, as can be seen in the letter, there were several other factors that led him to still consider the violation "significant" including the late night noise, disturbance to the neighborhood and not providing a copy of the rental agreement when requested.

City Manager Berman used the Ordinance for guidance in making his determination, and the purpose of the Ordinance is to provide for and ensure vacation rentals are compatible with surrounding uses and do not harm or alter the neighboring properties. He evaluated the situation to the best of his ability. Noise reported from complainants, the existence of an organized event/large gathering and over-occupancy are all avoidable occurrences that disturbed the neighborhood. In addition, he requested a copy of the rental agreement, per the City's VDU ordinance after the incident, and it was never provided. He therefore considered this a significant violation. The process is that consequences, including permit revocation, can only occur after three significant violations. This was the first so M. Reinman (manager) G. Covney (owner) received a letter notifying them of the significant violation determination and the possible consequences if more violations occur. City Manager Berman asks the Planning Commission to uphold City Staff's determination and deny the appeal.

M. Reinman (owner of RCVR) states his basis for the appeal of the City Manager's determination:

- Only two households complained, and both of those have a history and pattern of these types of complaints.
- Two other households, just as close, did not hear any noise, and submitted statements as such; there was little actual investigation into this matter.
- Cars arriving after 9pm, 5 cars onsite and talking is not a significant violation; that is normal residential use.
- The event was held at Moonstone which does not mean that all participants were staying at the VDU.
- He was concerned about the renter's rights and their personal information becoming public record if their contact information was given to the City through the rental contract that the City Manager requested. He gave the City Manager everything else he asked for. The Ordinance does not state that a copy of the rental agreement and contact of renters must be provided.
- 15 people are allowed at a VDU, including visitors, and the ordinance has no time limits to determine what is overnight.
- There is also no clear definition of what a significant violation is.
- The neighbor complaints were responded to in a timely manner. There is only so much a property manager can do. The renters need to be held responsible. Don't disincentivize timely manager responses by calling this a significant violation.

He continues and states his concerns over future conflict and the divide in the community. He asks that the Planning Commission give clear guidelines to the City Manager, so ambiguous and vague language is not used as measures of a significant violation.

W. McNeil (attorney & representative for M. Reinman and other VDU owners) asks that City Manager Berman read an email into the record from other neighbors that were not bothered by this event.

He continues, stating that there are legal problems with the City Manager's determination. There is no definition of a "significant violation" in the ordinance, and the City Manager is relying on the general purpose of the Ordinance rather than specific standards or criteria to make his determination. A court will hold a regulation to be unconstitutionally vague if a reasonable person can't be sure of the standards. The ordinance does not even designate who makes the determination; this is not the City Manager's role, nor does he have the authority. He suggests: first mediation, and then correcting this deficiency in the new ordinance.

City Manager Berman reads the email from the long-term tenant at 495 Ocean as requested. R. Carney stated that a loud party was reported to him by a neighbor, but he didn't hear anything and has never had issues with the VDU next door.

City Manager Berman continues, explaining that it is not unusual for City Staff to make determinations and it is part of his job as City Manager to interpret the ordinance; ordinances can not be written to cover every situation. The VDU Ordinance may not have a clear definition of a significant violation, but does contain a variety of clear standards such as traffic and noise parameters that must be adhered to. The ordinance protects the quiet use and enjoyment of nearby homes. There are thousands of visitors in Trinidad every year, and most of them don't generate complaints. The fact that multiple neighbors were so disturbed was enough to come to the conclusion that their quiet use and enjoyment were affected and the standards of the ordinance violated.

City Attorney Stunich notes that nuisance law is one of his specialties. Nuisance law, both State and local, is vague, but have held up in court numerous times. The laws are vague because every possible nuisance can not be addressed in an ordinance. He points out that the Ordinance does require that noise be contained inside after 10pm and that neither the appellant nor his attorney were present during the incident. Significance can be determined if the violation violates the major purpose of the Ordinance: protecting the quiet use and enjoyment of neighboring properties. IN addition, the after 10 quite hours were likely violated. Those that complained were significantly disturbed, so this was significant if the complaints are true.

The Commission gets further clarification from M. Reinman. The renter of the property tells him that he never stated that everyone stayed the night; hotels were booked for the extra guests. Commissioner Pinske suggests that 5 cars indicates that 10 people were there. M. Reinman denies that assumption, noting that there is not a limit on the number of cars in the VDU Ordinance; he also adds that he understands some people returned in the morning.

Commissioner Scott and City Attorney Stunich discuss privacy laws regarding the rental agreement. Stunich does not think it is unreasonable for the City to request a copy of the rental agreement. He noted that it may depend on the rental agreement language though, and he would have to research the issue further. There was nothing to prevent M. Reinman from asking the renter if the City Manager could have a copy of the agreement so that Dan could contact him and other guests. M. Reinman states that that the person that booked the house contacted Berman.

Commissioner Stockness asks if renters' names and contact info have to be given as part of submitting TOT. City Manager Berman responds that just rental amounts are submitted.

The Planning Commission, Staff and M. Reinman discuss how VDU complaints are called in to the 24-hour contact. Commission Johnson points out that one of the problems was that the neighbors did not have the correct contact information for the manager of the VDU. City Manager Berman admits that this was a mistake on the part of the City, but has since been corrected. M. Reinman notes that each property has a specific number to call, which is also provided on the VDU property. He also states that the first RCVR employee that was contacted tried to help, but the complainants were rude, so he referred them to the individual manager for that VDU. The neighbor notification process is further discussed.

#### *Commissioner Comments*

Commissioner Poulton notes that the peaceful enjoyment of residents is the purpose of the VDU regulations and a critical part of the Ordinance. He thinks VDU managers need to go out of their way and do more to ensure there aren't impacts to the neighborhood. He also thinks that using the excuse of not being there in person is an indication of mismanagement. He doesn't believe that people from the party left at night and returned at 7am; it's not reasonable.

Commissioner Scott believes there is reliable evidence that more people spent the night than should have. She also states that the manager admitted she was aware it was overbooked. There are too many unknowns. She thinks City Manager Berman cited the evidence appropriately and agrees with his determination.

Commissioner Pinske states that after 10pm neighbors are entitled to quiet. Regardless of what happened, there was a disturbance on the street and it is the responsibility of managers to respond appropriately, which was lacking in this case. He agrees with City Manager Berman's determination.

Commissioner Stockness has seen Trinidad change over the last 40 years with regard to noise and traffic. She appreciates that a complaint system exists and thinks violations should be kept in check through formal action. She also agrees with Berman's determination.

Commissioner Johnson is disappointed that the Commission is having to review this issue tonight; it is not good for the community. Some of this is a matter of he said/she said, but there is evidence of multiple violations without appropriate and aggressive action on the part of RCVR to resolve the issues. He thinks this was a great opportunity to discuss solutions and corrective action, but M. Reinman has not shown much interest in that. He likes the idea of mediation, but there needs to be more. He agrees with the City Manager's determination.

**Motion (Scott/Poulton)** that based on based on the application materials and information and findings included in the Staff Report, and based on public testimony, I vote to uphold the City Manager's determination.

**Passed (5-0). Passed unanimously.**

2. **VDU Ordinance Amendment:** Continued consideration of an amendment to the existing VDU Ordinance (§ 17.56.190 of the Trinidad Zoning Ordinance) and development of additional regulations to cap the number and/or density of VDUs in Trinidad. Specific topics may include, but are not limited to: cap, distance buffer, license transferability and enforcement.

City Manager Berman asks the Commission if they have any legal questions before City Attorney Stunich leaves.

#### *Commissioner Questions*

Commissioner Stockness asks about the legality of limiting transferability. City Attorney Stunich believes that any reasonable and rational limitations justified by City needs will be upheld. He will review the final, proposed language. He suggests considering the question of why does the Commission want to limit transferability to ensure the basis is justified.

Commissioner Stockness asks whether a buffer limitation is legal. City Attorney Stunich responds absolutely as long as it is reasonable. Restrictions can't be based on not liking VDUs, but limiting their impacts. He reminds the Commission that they have less leeway to restrict VDUs than most cities because Trinidad is in the Coastal Zone.

Commissioner Scott discusses VDU as a commercial entity with City Attorney Stunich. He defines a commercial use for Commissioner Scott, and notes that VDUs qualify as such. But he also explains that they cannot be prohibited, because Trinidad is in the Coastal Commission's jurisdiction and subject to their regulations, which preserve coastal access and overnight accommodations for a broad range of economic statuses. Stunich adds though, that because VDUs are commercial, it is very important to regulate them to protect neighborhoods. He suggests beefing up the enforcement section(s) to put pressure on the VDU owners and managers to be responsible.

Commissioner Scott suggests that VDUs negatively impact sensitive coastal resources and affordable housing, both of which are protected by State law. Stunich acknowledges that they are competing interests. He responds that VDUs may reduce the housing stock, and that justifies limits such as a cap, but those issues must be balanced with coastal access and Coastal Commission regulations.

In response to a question from Commissioner Scott about lack of enforcement on the part of the City, City Attorney Stunich responds that citizens cannot require cities to enforce codes; the City has discretion based on budget, staff time, threats to public safety etc.

Commissioner Scott states that the zoning ordinance is specific in its definition of and standards for home occupations; she reads excerpts of the code. City Attorney Stunich explains that VDUs are not a conflict because the more specific VDU Ordinance allowing them overrides the more general home occupation standards.

Commissioner Johnson asks if the City Attorney has any other recommendations. Stunich responds with several suggestions including beefing up enforcement and requiring mandatory rental agreement language, looking closely at occupancy and possibly restricting vehicles.

Commissioner Stockness asks if a fee could be charged for extra vehicles. Stunich responds that due to Prop 13, that is probably not allowed. He suggests increasing the VDU application permit fees and fines for violations.

Commissioner Johnson asks City Attorney Stunich for his suggestions for adding better enforcement options to the ordinance. Stunich states that he needs to do more research on the specifics, but suggests that when a VDU property reaches a certain number of complaints that the City Manager be able to recommend that the VDU license be reviewed by the Planning Commission or City Council to determine if it is meeting the City's interests and intent of the ordinance. City Manager Berman adds that is essentially what is in there now with the 3-strikes system. Planner Parker adds that a number of ordinances have a revocation process after a certain number of violations and the ability to issue administrative fines. Palm Springs enacted a "watch list" system managed by the City Manager. Stunich suggests adding that a clause be added that the City Council has discretion to review a license at any time if it is not contributing to the City's interest, which puts the owners and managers on notice. Exercise discretion for legitimate interests.

Commissioner Scott asks whether property owners without a license can sue the City for decreased property values if a cap is adopted. City Attorney Stunich responds that the standard for impermissible takings is very high; there would have to be a larger loss of value. The direction the Commission is going, considering permit expirations and other limitations, should mostly avoid this issue.

Commissioner Scott asks if violations and complaints on multiple properties can be held against one owner or manager (e.g. the three strikes provision). City Attorney Stunich responds that that sounds unfair because it would disproportionately punish owners and managers of multiple properties. suggests that complaints should be tied to the property since property managers can come and go and putting a limit of 1 VDU / person.

They discuss charging for parking and / or extra vehicles. City Attorney Stunich states that it can't be a tax, but there are options for limiting the number of vehicles allowed and where they park (on private property). He notes that the City can legally enforce anything within State law and if there are limitations, they must be rational and reasonable. The City Attorney will review the Planning Commission's draft final language to make sure it's legal.

*Public Comment*



A. Grau (433 Ewing) thanks the Commission for standing up for resident's rights, because the VDU managers don't. He thinks a cap is arbitrary and won't solve the problems. He states that Trinidad is unique and special and that the Coastal Commission would take that into consideration in any proposed restrictions.

Do. Cox (436 Ocean) speaks to enforcement and explains that it seems like the same few people are always complaining, but its because they are the only residents left to complain. She notes that Wagner Street is also impacted and thinks enforcement is key.

T. Davies (435 Ocean) stated that Attorney W. McNeil stated at a Council meeting that houses with VDU licenses sell for \$200,000 more. So he thinks it is important to allow only one VDU per owner. He also thinks that if there is a cap, he, as a resident, be entitled to rent his home for up to 90 days a year while on vacation. The City needs more enforcement. Parking is a major issue.

L. Farrar (433 Ewing) thought that on May 31 it was stated that there are 27 licenses, now it is 34. (Planner Parker responds that there are 27 in the UR Zone.) She says that the neighbors are told to complain to property managers, so there isn't a City record of all complaints. Parking should only be allowed onsite. There should not be any variance allowed for noncompliance.

#### *Commission discussion*

Commissioner Scott discusses and then reads John Frame's email sent just before the previous meeting. It is on file, but not read at the meeting due to its length. His letter includes, among other points, VDUs impacting neighborhoods, a lack of resources for enforcement, adding to a lack of neighbors, decreasing property values, increasing nuisances and commercial/business conflicts with residential use.

Chair Pinske brings the Commission back to the specific issues of caps and buffers. The Commission discusses some specifics, methods to implement and the possible impacts of a cap and a buffer. Commissioner Johnson worries that buffers will unnecessarily impact VDUs that are not causing problems; he suggests that there be stricter standards for VDUs that don't meet buffers, such as for occupancy and parking to limit congestion. Commissioner Poulton feels that buffers will solve congestion problems over time.

The Commission discusses license expirations and renewals and how that would interact with a buffer limitation. Several Commissioners like the idea of a lottery. Several also support the idea of using complaints and violations as a way to limit or deny renewals. It is recognized that almost any solution will be considered unfair by someone.

City Manager Berman adds that the City has been inspecting VDUs and working with available evidence. He has talked to many residents about VDUs. He thinks a buffer may put good VDU owners out of business and provides an example of a cluster between Edwards and Van Wycke that don't cause problems. He is not sure that a buffer will even solve existing problems; there are only two active VDUs on Ocean, and all the problems have been with one of them. Density by itself is not a problem, but it causes problems. He thinks that the cap addresses specific issues such as housing availability. Berman wants to make sure that the regulations are able to address specific problems, but not overcomplicate the process.

Commissioner Pinske notes that the Coastal Commission has approved buffers. Trinidad is unique. He is concerned that if the moratorium ends, the City will have problems controlling the number of VDUs. He wants to get a recommendation to the City Council by their July meeting.

Planner Parker suggests that there could be an exception to the buffer standard through issuance of a use permit. It would allow VDUs that aren't problems to continue, and neighbors can be involved in the process. Commissioner Scott suggests that VDU density also impacts coastal resources. Commissioner Poulton points out that not having neighbors is an impact directly related to density.

The Commission discusses the importance of a cap in regard to density and their decision-making timeframe in addition to the review process. Planner Parker could ask Jim Baskin to attend a meeting at some point. She notes that the more changes that are made to the ordinance, likely the longer it will take to get certification from the Coastal Commission. City Manager Berman notes that the Council will need some time to discuss this as well. The Planning Commission agrees to have special meetings to move the process along as quickly as possible.

**Motion (Poulton/Johnson)** to recommend a cap of 19 on unhosted VDUs in the UR Zone and 6 unhosted VDUs in the SR Zone.

**Passed unanimously (4-1). Commissioner Scott is opposed.**

There will be a Special Meeting at 6pm on Monday the 20th depending on room availability.

#### **VI. CITY COUNCIL REPORT**

The City Council extended the moratorium. Council Member Baker, was present to report the events.

#### **VII. STAFF REPORT**

None.

#### **VIII. ADJOURNMENT**

Meeting adjourned at 9:53 p.m.

**Submitted by:**

**Sarah Caldwell**

Secretary to Planning Commission

**Approved by:**

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**Mike Pinske**

Planning Commission Chair



May 9th, 2016

Mike Reinman  
89 E. 15<sup>th</sup> St.  
Arcata, CA 95521

Michael and Gail Covney  
9 Hemlock Dr.  
Greenwich CT 06381

**Re: VDU Ordinance Violation at 461 Ocean Ave on March 11<sup>th</sup> 2016**

Dear Mr. Reinman,

***Withdrawal of April 20<sup>th</sup> Violation Letter***

This letter serves to rescind and withdraw my April 20<sup>th</sup> letter to you regarding this incident, and to replace that letter with this one.

***VDU Ordinance Violation***

I have made a determination that the events of March 11<sup>th</sup> at the vacation rental you manage at 461 Ocean Ave. qualify as a significant violation of the City's VDU Ordinance, as detailed in section 17.56.190 of that Ordinance.

This decision is based on the information available to the City including but not limited to the number and nature of the complaints received from neighbors, the accounts of the individual who rented the property that night, the fact that the VDU was hosting an 'event' as defined in the City's VDU Ordinance, and your failure to supply the City with a copy of the rental agreement for that night after two separate requests for that information.

The City received multiple complaints regarding the events of the evening of March 11<sup>th</sup> at the VDU at 461 Ocean Avenue. In brief, the complaints described:

- Many cars and people arriving to this home between 9 and 10:30 pm on that night,
- An extended period of noise and confusion in the street as many carloads of guests tried to find parking, unload, and the like.
- Multiple (>5) cars associated with this event still present on the street the next morning.
- 15-20 people arriving at the home that evening, and a similar number departing the next morning.

- Conversations with two different RCVR staff who acknowledged to the neighbors either directly or indirectly that the house was over the allowed occupancy that night, and they were helping the occupants find different accommodations for the next evening.

In following up from these initial complaints, I spoke with an event organizer (Robert Gale) who stated that:

- Approximately 15 people spent the night at the home; and
- He was responsible for the problems as he had failed to book enough accommodations for an event associated with the 'Weed for Warriors' non-profit organization.

After the City sent the April 20<sup>th</sup> letter notice of violation which was focused on the occupancy violation, Mr. Gale contacted the City to provide a new account stating that after he left at 11:30 pm, most of the other guests went elsewhere, so the overnight occupancy limit was not exceeded. They then regrouped at the home the next morning as part of their weekend event. That version is consistent with the account provided by Mr. Reinman. In this revised account it appears that Mr. Gale was not a direct witness to the number of people who spent the night.

Regardless of the number of overnight occupants, the actual disturbance to the neighborhood that prompted the complaints to the City involved the late arrival of more than 15 people in multiple cars, talking in the street, trying to find parking, and unloading. Based on the disturbances reported by the neighbors, there was a violation of the Noise standards in the Ordinance at 17.56.190 (6.26).H 9.

I asked Mr. Reinman twice via email for a copy of the rental agreement for that night, with the goal of directly contacting additional individuals who booked the house, but that agreement was not provided to the City. This is a violation of the Audits requirement in the Ordinance at Section 17.56.190 (6.26). J Audits.

These guests and occupants were gathering as part of an organized event of the Weed for Warriors non-profit organization. That event is the reason there were so many guests and/or occupants at the home. The large gathering on Friday evening at the home appears to be a part of this event. This is a violation of Section 17.56.190 (6.26). G Non-Permitted Uses

In conclusion, ensuring that VDUs do not create a nuisance or disturbance to the neighbors and neighborhoods around them is one of the primary purposes of the Ordinance. It is clear from the record that there was a disturbance to the neighborhood, and the combination of factors described above lead staff to conclude that this is a 'significant violation' of the Ordinance.

This home is in a quiet residential neighborhood with small lots, closely spaced homes, and limited street parking. I encourage you to consider what policies and processes you can put in place as manager to avoid the use of your properties for events, and to avoid a loud and late night arrival of so many cars, occupants, and their guests.

I realize it is a challenge for VDU managers to police the activities of your guests and you may not have been aware that this rental was part of an organized event, or that so many people were going to arrive at this late hour to the home. Nevertheless, the responsibility for compliance with

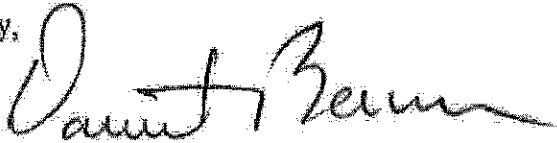
the VDU Ordinance rests with the VDU owner and manager. I appreciate that you and your staff responded to the property upon notification of problems, and that you have been open and interested in discussing a range of solutions with City staff to prevent similar occurrences going forward.

This is the first significant violation finding at this property. The VDU Ordinance provides that if more than two significant violations occur in any 12 month period, the City can impose additional conditions, up to and including the revocation of the VDU license for this property. Any such action would go before the City Council for consideration.

You have the option of appealing this administrative decision. To do so you must notify the City of your appeal within ten working days of receipt of this letter. That appeal would be considered by the Planning Commission, and their decision could be appealed to the City Council.

Please feel free to call me at 677-3876 or email me at [citymanager@trinidad.ca.gov](mailto:citymanager@trinidad.ca.gov) if you have any questions.

Sincerely,



Daniel Berman  
City Manager

cc (by email) :      City Planner Trever Parker  
                         City Attorney Andrew Stunich  
                         Trinidad Planning Commission  
                         Trinidad City Council

## **Complaint : 461 Ocean Ave.**

From: "Dorothy Cox" <crabby2@suddenlink.net>

To: scuthbertson@trinidad.ca.gov, citymanager@trinidad.ca.gov

Cc: "Jack West" <jandjwest@yahoo.com>, "Lisa Espejo" <knowskateboardingintrinidad@gmail.com>, cliff@poulton.net, diane.stockness@gmail.com, rfjbrr@gmail.com, jjbakers@gmail.com, DAWinnett49@gmail.com, pinske@suddenlink.net, juliefulkerson@mac.com

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The VDU at this address was SO out of compliance on March 11-12. There were many, many people and cars after 10:00 p.m. and even over the noise of a very rainy, stormy night we could hear the cars, the shouting as people jockeyed for a position to park and enter the house. Ocean Avenue had cars on both sides and down the middle of the street looking for a place to park.....

This morning, March 12, still saw at least 5 cars after 9 a.m.

I decided that I needed to meet the people that were staying there so I could see what to expect again tonight. I headed across the street sometime after 10 a.m. The cars were gone, but I hoped someone was there that I could speak with. No one answered the door. I then went to Valle's home, knocked on the door and met the new renter there. We had a real nice visit, and I asked him about the noise and traffic Friday night and Saturday morning. He said that his lady friend did say that there was music being played loudly during the evening and that there seem to be a lot of people coming out of the house in the morning and walking in different directions. I made a call to the number on my info sheet for this VDU and spoke with Samantha. I kindly told her my concerns, asked about the specifics as she was aware, and asked what the neighbors could expect tonight. She told me she manages properties in other areas and really couldn't address the occupancy at this home in Trinidad. She said she would refer my questions to Dori. About an hour later she called again to say that Dori was aware of the over occupancy and that "other arrangements would be made" for the excess guests. She also pointedly said that ordinances allow up to 20 guests before 10 p.m.

Not too long later Dori sent me a text asking for my email address so she could address my questions and concerns. I was wondering why she didn't just pick up the phone and call me directly and then she did call.

I asked the same questions, expressed the same concerns and she pointedly, but politely told me that the VDU can have up to 20 guests and 6 overnight guests are allowed. (as if these magic numbers make the neighbors more understanding). I said that last night far exceeded those numbers. She said that they were making arrangements to have other accommodations tonight for the excess.

Again we come back to the issues of : "why do we even have to deal with these problems," "when a party reserves a VDU and they sign an agreement, how do these extreme problems happen", and "other than repeat complaints, how will these issues EVER get resolved"

Looking into the details of the occupancy for this particular VDU we find no less than three different numbers.....the Internet ad says "sleeps 5", the paperwork we have says "can accommodate 8" and Dori say "no more than 6". I can tell you there easily were 15-20 "guests".

These problems turn the neighbors into continuing complainers.

Dan and I are going to a "unemployed commercial crab fishermen's dinner" tonight and expect to return home about 10 p.m. I was assured by Dori that no more than 6 people will be occupying the house across the street and that

there would not be " guests" after this hour. If this is not the case and there is an abundance of cars and noise, we WILL call the sheriff. Please, put yourself in our place...look at your neighborhood and tell me you would be happy in your home with the issues we have with transient neighbors. The clientele coming and going from this house were not " vacationers" looking to enjoy our small seaside town. These are not the people we are comfortable with in our neighborhood. A few were seen walking away this morning with knapsacks on their back....as if this VDU was a place where friends were staying and they were just "flopping" . So we never know who or what is in our neighborhood. Please consider this an official complaint from us.. Something has to change....

Sent from my iPad

Sent from my iPad=

## appeal

From: "Trinidad City Manager" <citymanager@trinidad.ca.gov> 06/09/16 14:47  
To: "Parker, Trever" <trever@streamlineplanning.net>  
Attachments: Redwood Coast Vacation Rental violations today at 461 Ocean Ave..msg (17.1 kB); Complaint : 461 Ocean Ave..msg (5.3 kB);

---

Hi Trever,

Unless you think I'm really missing something, all I really see the need to put in the packet for my side of the appeal is the final letter to Mike, and the two attached emails that are the original complaints received. Maybe the ordinance itself.

As I see it, it is a judgment call by me in the end. I feel like the letter, combined with the complaints, gives the Commission the appropriate background for how I came to my decision.

Let me know.

Dan

Daniel Berman  
City Manager  
City of Trinidad  
(707) 677-3876  
(707) 498-4937 mobile  
P. O. Box 390  
Trinidad, CA 95570

**From:** Tom Davies & Kathleen Lake [mailto:tomd.kathleenl@gmail.com]  
**Sent:** Saturday, March 12, 2016 10:18 AM  
**To:** julie Fulkerson; Dwight Miller; Dave Winnett; Jack West; Joan & Jim Baker; Mike & Ann Pinske; Richard Johnson; Lisa Espejo; Diane Stockness; Cliff Poulton; Dan Berman Trinidad City Manager; sandra cuthbertson  
**Subject:** Redwood Coast Vacation Rental violations today at 461 Ocean Ave.

Redwood Coast Vacation Rental violations today at 461 Ocean Ave.

Last night around 9pm we heard lots of car doors slamming, dogs and traffic in the street. We went out front to see what was going on. It was raining, the street was full of cars, people stopped in the street, asking "where to park?" We asked/directed one guy not to park in our parking space. There were MANY people there, we only saw men, mostly between the ages of 25-35. Some with dogs, we heard the F bomb more than once. We did not want to deal with it. The street was full. At least 5 cars parked at the house. Later, around 10:30pm the cars doors were still being slammed and parking still trying to be figured out.

We went to bed wondering what was happening, very unsettled, who were all of these people? Was this a party? But given our ordinance of allowing up to 20 guests, we really did not want to delve into it on late rainy Friday night. It was ridiculous and we felt unsafe.

This morning at 7:30am when I got up, all of the cars were still there. People were milling about, some leaving, one with Washington plates that I had asked to park elsewhere the night before was leaving.



Around

8:00am we could see even more people out front, 15-20. Way over the amount for occupancy for this vacation rental.

We called the provided number for this vacation rental. The phone was answered by Jesse and it seemed as if we had woken him up. I asked if this was RWCR, the person seemed to be confused, and he said yes. I told him that there appeared to be too many people at the rental next door to me. I gave him the information and our concerns. He said that he would get someone out there. I asked him if he needed my name, number? He seemed annoyed.

8:30 Jesse called back. He stated that there was a wedding last night in Trinidad. He asked if I knew about this. He said that these people didn't want to drive home, they came to the this rental. He went on about how this wedding problem was wedding problem was solved by people sleeping at this vacation rental. I asked if they had rented the house at all or if it was a spur of the moment decision, he seemed unclear about that. Then restated that they had "rented accommodations." I asked what this had to do with the occupancy overages and parking issues that I reported. He asked me "How do you know that there are too many people over there. What were you doing peeking in the windows?" I told him that I was insulted by that comment and that we could currently see people outside in the front. We can see them out the window. He continued with the statement of people needing a place to sleep. I asked him if someone was coming out. The conversation got really ugly and I hung up on him. He apparently did not want to deal with it and thought that his wedding explanation would appease us.

8:45 Jesse called back. He said that he was wrong about the wedding. He now reported that it was a "Senior citizen veterans event" that was held at the house. (The people staying at the house are obviously not senior citizens, most appear to be in the their 20's and 30's.) He said that the party was contacted and that the people were dispersing now. Jesse apologized for his previous remark and stated he was not the property manager, that he just trying to take care of this problem remotely, and was in Eureka. I asked if these people were going to be allowed to stay again tonight? He did not know. I asked if he would find that out and get back to me. He agreed to do that.

9:15 Jesse called back and apologized for the "event" that happened at the rental. He stated that the "event" will not be held at that vacation rental again tonight, as they are moving to a different rental location.

He stated that the tenants were in violation of the rental contract and that they were not supposed to have more than two cars there and that they were over occupancy with how many stayed the night. We asked how many would be staying tonight. He then proceeded to state he didn't know the occupancy of the unit but that the renter knows that they violated the rental agreement. He then asked us what the City Ordinance stated. When asked repeatedly how many people would allowed to be there tonight he could not answer the question. He kept stating the he did not know the occupancy allowance and sorry for the inconvenience. If you have any more problems tonight let us know. End of conversation.

This was our morning living next door to Vacation Rentals. These are commercial businesses in residential zones with out any management but the neighbors. Who will be there tonight? Looks like a great night again tonight. At the time of this posting 10:15 am there are still four cars parked at this rental. This is not the way we planned to spend our Saturday morning. This is not right.

Please let us know if you need additional information.



## **DISCUSSION AGENDA ITEM 3**

**SUPPORTING DOCUMENTATION FOLLOWS WITH: 9 PAGES**

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3. Discussion/Decision to rescind Resolution 2015-02 and approve Resolution 2016-10; Amending Drought Restrictions for Trinidad

## **DISCUSSION AGENDA ITEM**

### **Wednesday, August 10, 2016**

#### **Item: FINDING NO DROUGHT EMERGENCY EXISTS; APPROVING UPDATED RESOLUTION 2016-10 AND RESCINDING RESOLUTION 2015-02.**

##### **Background:**

On May 13, 2015, the City Council adopted Resolution 2015-02 Declaring a Drought Emergency and Implementing Water Conservation Measures as Mandated by the State Water Resources Control Board. The drought emergency or water shortage remains in effect until a contrary finding is made by the Council by resolution or ordinance.

On May 9, 2016, the Governor of California issued Executive Order B-37-16 MAKING WATER CONSERVATION A CALIFORNIA WAY OF LIFE (Order). The Order and revised State Water Codes lifts certain restrictions on end users and small water suppliers such as limiting outdoor watering to 2 days a week. Because of ongoing California drought concerns and our changing climate, most water use restrictions will be made permanent. The revised water codes specify that *"to prevent waste and unreasonable use of water and to promote water conservation", small water suppliers shall:*

*(1) Provide prompt notice to a customer whenever the supplier obtains information that indicates that a leak may exist within the end-user's exclusive control; and*

*(2) Submit a report by December 15, 2016, on a form provided by the Board, that identifies total potable water production, by month, from December, 2015 through November, 2016, total potable water production, by month, for the same months in 2013, and any actions taken by the supplier to encourage or require its customers to conserve water.*

The Water Committee met on June 30, 2016 to discuss the Order and the City's response. City staff reported that there are no water shortages anticipated this year, and that the County is no longer in a drought. The committee recommends the Council pass a new resolution to 1) find there is no drought emergency or water shortage, 2) rescind the Resolution 2015-02 DECLARING A DROUGHT EMERGENCY AND IMPLEMENTING WATER CONSERVATION MEASURES, and 3) affirm that the City will enforce the State water conservation regulations. Rescinding Resolution 2015-02 eliminates the two or fewer days per week outdoor watering restrictions, and The committee also recommends that the Council directs the Water Committee and City Staff to review the water codes and draft revisions that will help the City respond to future drought conditions, to be consistent with State Regulations, and to promote water conservation and water quality best practices.

##### **Recommended Action:**

Adopt Resolution 2016-10 and direct staff to draft revisions to the Water Codes for drought preparedness, to promote water conservation and water quality best practices, and to be consistent with State Codes.

##### **Attachments:**

- Resolution 2015-02
- Resolution 2016-10

- Governor's Executive Order B-37-16
- July 29 California Drought Status, USDA Drought Monitor



**RESOLUTION NO. 2016-10**

**FINDING NO DROUGHT EMERGENCY EXISTS AND RESCINDING**  
**CITY OF TRINIDAD RESOLUTION NO. 2015-02**

**WHEREAS**, on May 13, 2015, the City Council adopted Resolution 2015-02 DECLARING A DROUGHT EMERGENCY AND IMPLEMENTING WATER CONSERVATION MEASURES AS MANDATED BY THE STATE WATER RESOURCES CONTROL BOARD. Item 5 of the Resolution states "This drought emergency or water shortage condition shall be presumed to continue unchanged unless and until a contrary finding is made by the board by resolution or ordinance";

**WHEREAS**, the US Drought Monitor indicates that Humboldt County is abnormally dry but no longer in a drought; and

**WHEREAS**, as of August 1, 2016, the City's water supply at Luffenholtz Creek has sufficient flows to provide water to all customers; and

**WHEREAS**, on May 9, 2016, the Governor of the State of California issued Executive Order B-37-16 MAKING WATER CONSERVATION A WAY OF LIFE (Order), which moves beyond temporary drought measures and adopts permanent measures to use water more wisely and to prepare for more frequent and persistent periods of limited water supply; and

**WHEREAS**, the Order lifts the prior conservation requirements for small water suppliers, including limiting outdoor watering to two or fewer days per week;

**NOW, THEREFORE, BE IT RESOLVED** by the Trinidad City Council, as follows:

1. Pursuant to Water Code section 71642, and for the reasons set forth herein, the City Council finds that a drought emergency or water shortage condition no longer prevails in the area served by the Trinidad Water System; and
2. Resolution 2015-02 is hereby rescinded, thereby lifting the requirement to limit outdoor irrigation of ornamental landscapes or turf with potable water to no more than two days a week on Saturdays and Wednesdays; and
3. The City will promote water conservation and enforce State regulations to prevent the waste and unreasonable use of water, except where necessary to address an immediate health and safety need or to comply with a term or condition in a permit issued by a state or federal agency. These state regulations prohibit the following:
  - a. The application of potable water to outdoor landscapes in a manner that causes runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures;
  - b. The use of a hose that dispenses potable water to wash a motor vehicle, except where the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use;
  - c. The application of potable water to driveways and sidewalks; and
  - d. The use of potable water in a fountain or other decorative water feature, except where the water is part of a recirculating system;

- e. The application of potable water to outdoor landscapes during and within 48 hours after measurable rainfall;
- f. The irrigation with potable water outside of newly constructed homes and buildings in a manner inconsistent with regulations or other requirements;

**PASSED AND ADOPTED BY THE TRINIDAD CITY COUNCIL** of Humboldt County of the State of California this 10th day of August, 2016.

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the Trinidad City Council by the following vote:

Ayes:  
Noes:  
Absent:  
Abstain:

**Attest:**

\_\_\_\_\_  
**Gabriel Adams**  
Trinidad City Clerk

\_\_\_\_\_  
**Dwight Miller**  
Mayor

# Executive Department

State of California

## EXECUTIVE ORDER B-37-16 MAKING WATER CONSERVATION A CALIFORNIA WAY OF LIFE

**WHEREAS** California has suffered through a severe multi-year drought that has threatened the water supplies of communities and residents, devastated agricultural production in many areas, and harmed fish, animals and their environmental habitats; and

**WHEREAS** Californians responded to the drought by conserving water at unprecedented levels, reducing water use in communities by 23.9% between June 2015 and March 2016 and saving enough water during this period to provide 6.5 million Californians with water for one year; and

**WHEREAS** severe drought conditions persist in many areas of the state despite recent winter precipitation, with limited drinking water supplies in some communities, diminished water for agricultural production and environmental habitat, and severely-depleted groundwater basins; and

**WHEREAS** drought conditions may persist in some parts of the state into 2017 and beyond, as warmer winter temperatures driven by climate change reduce water supply held in mountain snowpack and result in drier soil conditions; and

**WHEREAS** these ongoing drought conditions and our changing climate require California to move beyond temporary emergency drought measures and adopt permanent changes to use water more wisely and to prepare for more frequent and persistent periods of limited water supply; and

**WHEREAS** increasing long-term water conservation among Californians, improving water use efficiency within the state's communities and agricultural production, and strengthening local and regional drought planning are critical to California's resilience to drought and climate change; and

**WHEREAS** these activities are prioritized in the California Water Action Plan, which calls for concrete, measurable actions that "Make Conservation a California Way of Life" and "Manage and Prepare for Dry Periods" in order to improve use of water in our state.

**NOW, THEREFORE, I, EDMUND G. BROWN JR.,** Governor of the State of California, in accordance with the authority vested in me by the Constitution and statutes of the State of California, in particular California Government Code sections 8567 and 8571, do hereby issue this Executive Order, effective immediately.

**IT IS HEREBY ORDERED THAT:**

The orders and provisions contained in my January 17, 2014 Emergency Proclamation, my April 25, 2014 Emergency Proclamation, Executive Orders B-26-14, B-28-14, B-29-15, and B-36-15 remain in full force and in effect except as modified herein.

State agencies shall update temporary emergency water restrictions and transition to permanent, long-term improvements in water use by taking the following actions.

**USE WATER MORE WISELY**

1. The State Water Resources Control Board (Water Board) shall, as soon as practicable, adjust emergency water conservation regulations through the end of January 2017 in recognition of the differing water supply conditions across the state. To prepare for the possibility of another dry winter, the Water Board shall also develop, by January 2017, a proposal to achieve a mandatory reduction in potable urban water usage that builds off of the mandatory 25% reduction called for in Executive Order B-29-15 and lessons learned through 2016.
2. The Department of Water Resources (Department) shall work with the Water Board to develop new water use targets as part of a permanent framework for urban water agencies. These new water use targets shall build upon the existing state law requirements that the state achieve a 20% reduction in urban water usage by 2020. (Senate Bill No. 7 (7th Extraordinary Session, 2009-2010).) These water use targets shall be customized to the unique conditions of each water agency, shall generate more statewide water conservation than existing requirements, and shall be based on strengthened standards for:
  - a. Indoor residential per capita water use;
  - b. Outdoor irrigation, in a manner that incorporates landscape area, local climate, and new satellite imagery data;
  - c. Commercial, industrial, and institutional water use; and
  - d. Water lost through leaks.

The Department and Water Board shall consult with urban water suppliers, local governments, environmental groups, and other partners to develop these water use targets and shall publicly issue a proposed draft framework by January 10, 2017.



3. The Department and the Water Board shall permanently require urban water suppliers to issue a monthly report on their water usage, amount of conservation achieved, and any enforcement efforts.

#### **ELIMINATE WATER WASTE**

4. The Water Board shall permanently prohibit practices that waste potable water, such as:
  - Hosing off sidewalks, driveways and other hardscapes;
  - Washing automobiles with hoses not equipped with a shut-off nozzle;
  - Using non-recirculated water in a fountain or other decorative water feature;
  - Watering lawns in a manner that causes runoff, or within 48 hours after measurable precipitation; and
  - Irrigating ornamental turf on public street medians.
5. The Water Board and the Department shall direct actions to minimize water system leaks that waste large amounts of water. The Water Board, after funding projects to address health and safety, shall use loans from the Drinking Water State Revolving Fund to prioritize local projects that reduce leaks and other water system losses.
6. The Water Board and the Department shall direct urban and agricultural water suppliers to accelerate their data collection, improve water system management, and prioritize capital projects to reduce water waste. The California Public Utilities Commission shall order investor-owned water utilities to accelerate work to minimize leaks.
7. The California Energy Commission shall certify innovative water conservation and water loss detection and control technologies that also increase energy efficiency.

#### **STRENGTHEN LOCAL DROUGHT RESILIENCE**

8. The Department shall strengthen requirements for urban Water Shortage Contingency Plans, which urban water agencies are required to maintain. These updated requirements shall include adequate actions to respond to droughts lasting at least five years, as well as more frequent and severe periods of drought. While remaining customized according to local conditions, the updated requirements shall also create common statewide standards so that these plans can be quickly utilized during this and any future droughts.
9. The Department shall consult with urban water suppliers, local governments, environmental groups, and other partners to update requirements for Water Shortage Contingency Plans. The updated draft requirements shall be publicly released by January 10, 2017.

10. For areas not covered by a Water Shortage Contingency Plan, the Department shall work with counties to facilitate improved drought planning for small water suppliers and rural communities.

**IMPROVE AGRICULTURAL WATER USE EFFICIENCY AND DROUGHT PLANNING**

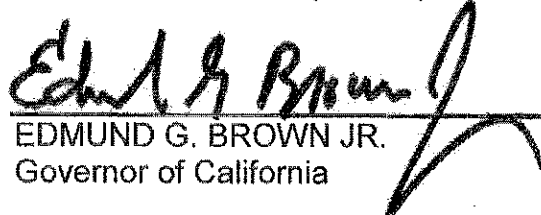
11. The Department shall work with the California Department of Food and Agriculture to update existing requirements for Agricultural Water Management Plans to ensure that these plans identify and quantify measures to increase water efficiency in their service area and to adequately plan for periods of limited water supply.
12. The Department shall permanently require the completion of Agricultural Water Management Plans by water suppliers with over 10,000 irrigated acres of land.
13. The Department, together with the California Department of Food and Agriculture, shall consult with agricultural water suppliers, local governments, agricultural producers, environmental groups, and other partners to update requirements for Agricultural Water Management Plans. The updated draft requirements shall be publicly released by January 10, 2017.

The Department, Water Board and California Public Utilities Commission shall develop methods to ensure compliance with the provisions of this Executive Order, including technical and financial assistance, agency oversight, and, if necessary, enforcement action by the Water Board to address non-compliant water suppliers.

This Executive Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

**I FURTHER DIRECT** that as soon as hereafter possible, this order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this order.

**IN WITNESS WHEREOF** I have  
hereunto set my hand and caused the  
Great Seal of the State of California to  
be affixed this 9th day of May 2016.

  
EDMUND G. BROWN JR.  
Governor of California

**ATTEST:**

ALEX PADILLA  
Secretary of State

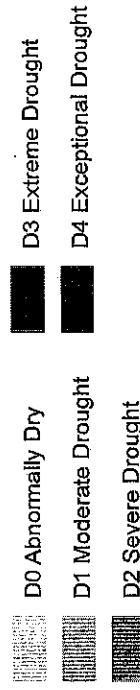
# U.S. Drought Monitor California

**July 26, 2016**  
(Released Thursday, Jul. 28, 2016)  
Valid 8 a.m. EDT

Drought Conditions (Percent Area)

	None	D0-D4	D1-D4	D2-D4	D3-D4	D4
Current	0.00	100.00	83.59	59.02	42.80	21.04
Last Week 7/19/2016	0.00	100.00	83.59	59.02	42.80	21.04
3 Months Ago 4/26/2016	4.24	95.76	90.09	74.37	49.15	21.04
Start of Calendar Year 12/29/2015	0.00	100.00	97.33	87.55	69.07	44.84
Start of Water Year 9/29/2015	0.14	99.86	97.33	92.36	71.08	46.00
One Year Ago 7/28/2015	0.14	99.86	97.35	94.59	71.08	46.00

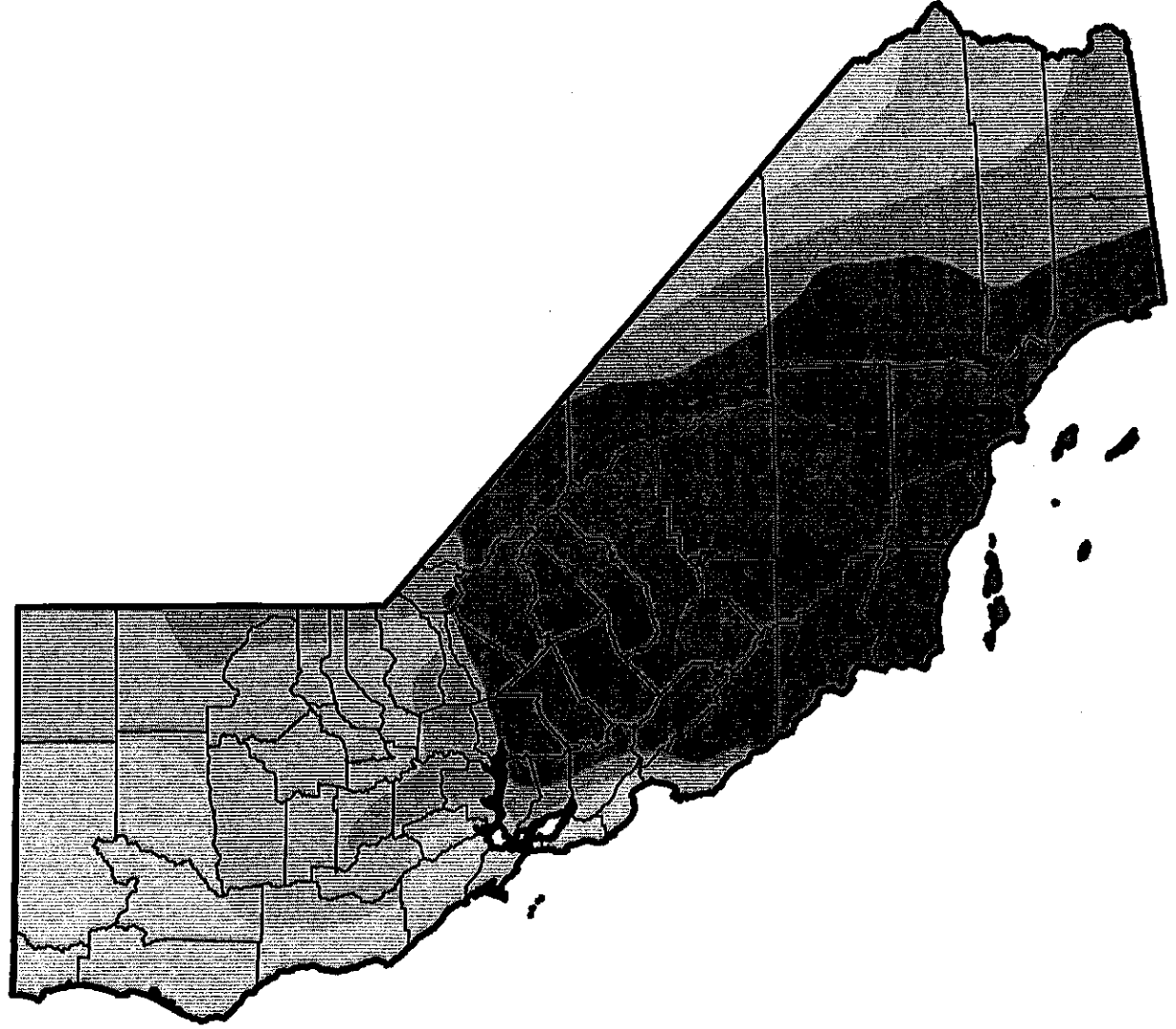
## Intensity:



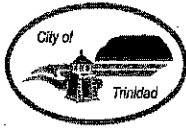
The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. See accompanying text summary for forecast statements.

## Author:

Brad Rippey  
U.S. Department of Agriculture



<http://droughtmonitor.unl.edu/>



## **DISCUSSION AGENDA ITEM 4**

**SUPPORTING DOCUMENTATION FOLLOWS WITH:    2 PAGES**

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4. Discussion/Decision regarding draft Ordinance 2016-02; Proposing an Extension of the 3/4% Sales Tax Increase to be implemented by the State Board of Equalization pending voter approval at the November 08, 2016 Election

## DISCUSSION/ACTION AGENDA

Date: Wednesday, August 10, 2016

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**Item:** Discussion/Decision regarding Ordinance 2016-02; Proposing an Extension of the 3/4% Sales Tax Increase to be implemented by the State Board of Equalization pending voter approval at the November 08, 2016 Election.

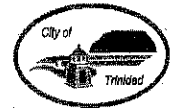
**Background:** The Ordinance proposed is required by the State Board of Equalization before they can proceed implementing the extension of the 3/4% Sales Tax Increase, pending voter approval of the measure in November.

If the measure is approved, the Ordinance gives the BOE authorization to proceed with the implementation process. If the measure fails, the Ordinance will become void.

**Staff Recommendation:** *Approve and adopt Ordinance 2016-02; Authorizing the State Board of Equalization to Extend the 3/4% Sales Tax Pending Voter Approval at the November 08, 2016 Election.*

**TRINIDAD CITY HALL**  
**P.O. BOX 390**  
409 Trinity Street  
Trinidad, CA 95570  
(707) 677-0223

**DWIGHT MILLER, MAYOR**  
**GABRIEL ADAMS, CITY CLERK**



**ORDINANCE NO. 2016-02**

**AN ORDINANCE OF THE CITY OF TRINIDAD EXTENDING THE ¾% TRANSACTIONS AND USE TAX FOR GENERAL PURPOSES TO CONTINUE TO BE ADMINISTERED BY THE STATE BOARD OF EQUALIZATION**

**WHEREAS**, pursuant to California Revenue and Taxation Code Sections 7285.9 and 7290, the City of Trinidad (the "City") has the authority to levy a Transactions and Use Tax for general purposes;

**WHEREAS**, a majority of the voters of the City approved a three-quarter percent (¾% or .75) Transactions and Use Tax at an election held on Tuesday, November 06, 2012;

**WHEREAS**, the City's Transactions and Use Tax Ordinance is found in Chapter 3.08 of the City's Municipal Code;

**WHEREAS**, City of Trinidad Ordinance 2008-01, Section 16 sets forth a "Termination Date" which was extended by majority approval of the voters in November 2012 to March 31, 2017, at which time Ordinance 2008-01 will be repealed unless an extension or re-authorization is approved by the voters of the City at an election called for that purpose; and

**WHEREAS**, an extension or re-authorization of the City's Transactions and Use Tax will be submitted to the voters to extend the "Termination Date" of Ordinance 2008-01 to March 31, 2021.

**NOW, THEREFORE**, the City Council of the City of Trinidad does hereby ordain as follows:

**Section 1. Amendment.** The definition of "Termination Date" in Section 16 of the City of Trinidad Ordinance 2008-01 of the City's Municipal Code is hereby amended to read as follows:

**15.19.020 Definitions**

(c) "Termination date" initially means March 31, 2021, and as of that date this Ordinance is repealed unless an extension or re-authorization of this Article is approved by the voters of the City at an election called for that purpose.

**Section 2. Approval by the Voters.** This Ordinance shall be submitted to the voters at an election to be held on Tuesday, November 08, 2016. Upon approval by a majority of the voters of the City voting on this Ordinance, the Transactions and Use Tax set forth in Ordinance 2008-01 of the City's Municipal Code shall be re-authorized and extended through and including March 31, 2021.

**PASSED AND ADOPTED** this 10<sup>th</sup> day of August, by a two-thirds vote of the City Council, by the following vote:

Ayes:  
Noes:  
Absent:  
Abstain:

Attest:

\_\_\_\_\_  
**Gabriel Adams**  
Trinidad City Clerk

\_\_\_\_\_  
**Dwight Miller**  
Mayor